

### 3. SCHEDULE: PARTNER TYPES

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The following Sub-Schedules set forth the specific terms applicable to the Partner's designated roles as a Reselling Partner, Service Partner, or Referral Partner. Only the Sub-Schedules corresponding to the Partner's current role(s) apply. Sub-Schedules for roles not held shall have no effect unless and until the Partner assumes such role(s) in accordance with the Agreement.

Sub-Schedule A – Reselling Partner Terms

Sub-Schedule B – Service Partner Terms

Sub-Schedule C – Referral Partner Terms

### 3.A. SUB-SCHEDULE: RESELLING PARTNER TERMS

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#### 3A.1. BACKGROUND

**3A.1.1. Scope of the Schedule.** The terms and conditions in this Schedule are supplementary to those stated in Schedule 2 (General Terms and Conditions) and apply specifically to Partners engaged in marketing, reselling and/or supporting Products and/or Services to Customers

#### 3A.2. RESELLING PARTNER APPOINTMENT

**3A.2.1. Right to resell the Products.** Boyum hereby grants the Reselling Partner a limited, non-exclusive right to:

- a. Market, resell, and support the Products and/or Services to Customers, and
- b. Use the Products as reasonably necessary to demonstrate the Products to potential Customers and to provide first-line technical support to Customers.

For avoidance of doubt, Reselling Partner is only entitled to resell standard Products.

**3A.2.2. Training license.** Partner may use both free and purchased copies of the Products to conduct training sessions for (potential) Customers by providing screen access. However, Partner shall not install the Products on third-party equipment or disclose any credentials or access information for unlocking or accessing the Products (e.g., user IDs, passwords, or installation numbers), unless the Products expressly allow to generate such information specifically for training purposes.

**3A.2.3. Demo license.** Boyum may deliver to Reselling Partner a free license or access to Products for demo or internal business purposes. The number, types, and timing of such free Products shall be determined by Boyum. Boyum may require the Partner to return or erase the delivered Products or parts thereof if deemed appropriate, even if this results in the Partner no longer having any free Product licenses available.

**3A.2.4. License to use legal terms.** Reselling Partner may copy, use, and amend the legal terms of this Agreement to the extent necessary to incorporate certain terms into a Partner-Customer Agreement for the resale of Boyum's Products or Services to such Customers. Any such use shall be at Reselling Partner's own risk. Boyum disclaims any liability for the quality or fitness of the legal terms for any particular purpose, regardless of jurisdiction.

#### 3A.3. RESELLING PARTNER OBLIGATIONS

**3A.3.1. Reseller independence.** Reselling Partner shall market, resell, and support the Products and/or Services under own name, at own risk, and on own account. Reselling Partner is solely responsible for all aspects of its marketing, sales and business activities, including customer communication, contracting, and ensuring compliance with applicable laws and regulations. Irrespective of payment or non-payment by Customer to the Reselling Partner, the Reselling Partner shall pay the amounts owed to Boyum within the agreed payment terms.

**3A.3.2. Active sales effort.** Reselling Partner shall actively promote, market, and sell Products with the aim of generating and increasing financial benefits for both Parties. Reselling Partner shall have full discretion to prioritize which Products to focus on and which markets to target, provided Reselling Partner complies with agreements of third parties and the terms of this Agreement.

**3A.3.3. Advice.** Reselling Partner shall advise Customers on Boyum's Products, including features, benefits, suitability, technical requirements, and scalability.

- 3A.3.4. Boyum Software Agreement.** Reselling Partner shall ensure that each Customer enters into a Partner-Customer agreement that incorporates the Boyum Software Agreement. As between Boyum and Customer, the Boyum Software Agreement governs all use of the Products. The Reselling Partner shall not modify the Boyum Software Agreement without Boyum's written approval and remains responsible for any disputes or costs arising from inconsistencies in these agreements
- 3A.3.5. License management.** The Reselling Partner shall ensure that each Customer obtains the necessary licenses (including licenses for any underlying modules) from Boyum, and, where applicable, third-party providers, before using the Products as intended. The Reselling Partner shall employ reasonable technical and legal measures to enforce and monitor all applicable license terms and shall ensure that Boyum retains the legal right to audit Customer compliance.
- 3A.3.6. Enforce Product Use Limitations.** The Reselling Partner shall use reasonable efforts to monitor Customers' compliance with the terms for using Boyum's Products, including applicable laws (e.g., data protection). If non-compliance is discovered, then the Partner shall use reasonable efforts to enforce these terms with Customers. If enforcement extends beyond reasonable efforts, Partner shall consult Boyum for instructions, comply with such instructions, and Boyum may reimburse unreasonable costs incurred. Partner shall promptly, at no charge, transfer the right to enforce these terms to Boyum upon request.
- 3A.3.7. User management.** The Reselling Partner shall manage its User's usage of Boyum's Products, including usage by third parties (e.g., consultants) and Customers. Reselling Partner shall be liable for any non-compliant use by such parties and shall indemnify Boyum against any loss resulting from such non-compliance.
- 3A.3.8. Information to Customers.** The Reselling Partner shall inform Customers, in writing, about the ownership of intellectual property rights for Boyum's Products and clarify that Reselling Partner only resells and supports these Products in its capacity as a reseller.

#### **3A.4. ORDER MANAGEMENT AND FULFILLMENT**

- 3A.4.1. Reseller discounts and benefits.** The Reselling Partner may purchase Products and/or Services at the prices and discount rates stated in the Pricelist.
- 3A.4.2. Order placement and processing.** Boyum shall process Order requests without undue delay and confirm them via written confirmation, invoice, or similar method. Partner shall ensure that its Order requests contain necessary information and are complete and accurate.
- 3A.4.3. Delivery of Products and Service.** Boyum shall deliver Products and Services according to the delivery terms set out in each Order and this Agreement. Delivery shall be electronic or via another agreed method. Delivery timelines are indicative and may be subject to change due to factors outside of Boyum control (e.g. third-party dependencies).
- 3A.4.4. Product and Service Terms.** All orders and transactions for Boyum Products shall be governed by the terms set forth in Schedule 4 (Boyum Products & Licensing), and all orders for Boyum Services shall be governed by the terms outlined in Schedule 5 (Boyum Service Terms).
- 3A.4.5. Product information.** Boyum shall make general Product information available to Partner via written descriptions, documentation, demonstrations, educational activities, responses to questions, or any combination thereof.
- 3A.4.6. Suspended fulfillment.** Boyum may refuse or suspend fulfillment of any Orders if Partner fails to comply with its obligations under this Agreement, including payment, until the breach is remedied to Boyum's satisfaction.
- 3A.4.7. Pricing and risk.** The Reselling Partner may set its own prices and payment terms for Products and Services sold to Customers. Reselling Partner shall bill Customers and remain responsible for collecting all payments, bearing the sole risk of non-payment.

**3A.4.8. Digital Infrastructure.** The Reselling Partner shall use any digital infrastructure Boyum provides free of charge, which includes downloading and installing required software and making necessary preparations to access Products.

**3A.4.9. Obligations in Case of Additional Resellers.** The Reselling Partner may engage additional resellers, who shall be considered the Partner's subcontractors under this Agreement. Agreements with such additional resellers shall automatically incorporate any changes to this Agreement and expire concurrently with it. Boyum shall have no obligations towards these additional resellers.

### 3A.5. RESTRICTIONS AND CONDITIONS

**3A.5.1. Restrictions.** The Reselling Partner is only granted the rights to use the Products as explicitly outlined in this Agreement. The Partner shall not:

- a. Reverse engineer, decompile, disassemble, reproduce, modify, adapt, customize, alter, or otherwise attempt to derive any Product's source code or functionality.
- b. Use the Products for any purpose that allows third parties to access or use the Product, except for Customers who have executed Boyum Software Agreement.

**3A.5.2. Own cost and risk.** The Partner shall market, resell, and support the Products at its own risk.

**3A.5.3. Third Party Software.** Where Products include third-party software or integrations to them, the Partner and Customers' right to use such software shall always be subject to the applicable third-party license terms (e.g. ERP Solution Provider). The Partner is not entitled to agree on deviations to mandatory terms stipulated by our Sub-contractors.

**3A.5.4. Product-related services.** The Reselling Partner may provide Product-related Services only if it is authorized under this Agreement as a Service Partner and complies with the terms of Schedule 3C (Service Partner Terms), or by engaging an authorized Service Partner as a subcontractor to perform those services on its behalf.

### 3A.6. SUPPORT OBLIGATIONS

**3A.6.1. First-Level Support.** The Reselling Partner, or its designated Service Partner, shall provide first-level support to Customers, including answering product queries and resolving minor issues in accordance with best IT practices.

**3A.6.2. Escalation Procedure.** Issues that cannot be resolved at first-level support shall be escalated to Boyum per the escalation procedure detailed in the Boyum Support Map, available on Partner Portal.

**3A.6.3. Partner personnel.** The Reselling Partner shall ensure that, for the duration of this Agreement, its personnel (or those of engaged Service Partner) possess the requisite skills, competencies, and expertise to provide first-level support in a professional manner consistent with industry best practices.

**3A.6.4. Second-line support.** Boyum shall provide Second Line Support in accordance with Boyum Support Map. Reselling Partner is aware that the provision of second-line support is contingent on the Reselling Partner having competent and sufficiently trained personnel providing first-line support to its Customers.

**3A.6.5. Language.** Boyum will provide Second Line Support to the Reselling Partner in English or local language, where made available by Boyum. Boyum may decline to provide Second Line Support to the Reselling Partner personnel that have not received adequate training or do not have a sufficient command of or English language or local language, where made available by Boyum.

**3A.7. CUSTOMER REQUESTED PARTNER CHANGES**

- 3A.7.1. Changes Requested by Customer.** If a Customer requests in writing the transfer of a subscription or perpetual Product Order from the Partner to another Boyum partner, the Partner shall: (a) permit the transfer within 30 calendar days; (b) notify Boyum of the request within 14 days of receipt; and (c) settle any unresolved financial obligations under the order before the transfer.
- 3A.7.2. Transfer to Partner from Another Boyum Partner.** The Partner may assume a Customer Order from another Boyum partner provided that: (a) for subscription Products, the transfer does not reduce the number of subscription licenses; (b) Partner assumes all obligations under the transferred contract until its termination or fulfillment; and (c) all financial obligations have been settled by both the Customer and the former partner
- 3A.7.3. Effect of Request.** The Customer-requested transfers shall not alter this Agreement. The Partner shall not be entitled to compensation for income loss or reimbursement of costs incurred in executing such transfers.

### 3.B. SUB-SCHEDULE: SERVICE PARTNER TERMS

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#### 3B.1. BACKGROUND

**3B.1.1. Scope of the Schedule.** The terms and conditions in this Schedule are supplementary to those stated in the Schedule 2 (General Terms and Conditions) and apply specifically to Boyum Partners engaged in the provision of Product-related services, including implementation, localization, and support of Boyum Products.

#### 3B.2. SERVICE PARTNER APPOINTMENT

**3B.2.1. Appointment.** Boyum hereby appoints the Service Partner, on a non-exclusive, worldwide, limited basis, to provide Product-related services to other Boyum partners or Customers

**3B.2.2. ERP Solution Provider Partner.** The Service Partner appointment is contingent upon the Partner's status as a an authorized partner of the ERP Solution Provider. Further, the Service Partner hereby represents and warrants that it currently meets all requirements imposed on them by the ERP Solution Provider and shall promptly notify Boyum without undue delay if this condition is no longer satisfied. Furthermore the Partner shall comply with terms in Appendix 4A.

**3B.2.3. Resources.** For the term of the Agreement, Boyum grants the Partner a non-exclusive, non-transferable, royalty-free license to use any materials, documentation, training resources, or software tools provided by Boyum for the purpose of delivering Product-related services to other Boyum partners or Customers.

#### 3B.3. GENERAL SERVICE PARTNER OBLIGATIONS

**3B.3.1. Performance Standards.** The Service Partner shall perform Product-related services diligently and professionally, meeting agreed specifications with Customers or Reselling Partners. Service Partner shall allocate resources appropriately to ensure timely performance and coordination.

**3B.3.2. Documentation.** The Service Partner shall maintain and regularly update documentation of Product-related services and deliverables in English and in a standard electronic format. Documentation must enable Boyum or other professional service providers to assume service delivery upon termination or completion of any agreement. Service Partner shall deliver complete documentation to the Reselling Partner or Customer within 7 (seven) calendar days of receiving a written request.

**3B.3.3. Compliance with guidelines.** The Service Partner shall adhere to Boyum guidelines and approved methodologies when providing Product-related services.

**3B.3.4. Staff qualifications and training.** The Service Partner shall ensure that its personnel are adequately trained, experienced, and capable of performing the required services.

**3B.3.5. Quality assurance.** The Service Partner shall implement and maintain quality assurance processes to ensure that all deliverables meet the agreed specifications and industry standards.

**3B.3.6. Third-Party Software.** The Service Partner shall not incorporate any third-party or open-source software into Product-related services without the prior written approval of the Reselling Partner or Customer. Partner shall ensure that the use of any third-party or open-source software in the delivery of services complies with the applicable licensing terms and conditions (also those of Boyum and third parties).

**3B.3.7. ERP Solution Provider Licensing.** The Partner warrants that its provision of Product-related services will not infringe any licensing terms or other term of the ERP Solution Provider or other third-party solutions. The Service Partner agrees to indemnify and hold Boyum harmless against any claims by ERP Solution Providers or other third parties arising from any alleged infringements.

### **3B.4. ORDERING AND DELIVERY**

**3B.4.1. Ordering.** The Service Partner shall enter a contract with Customer or Reselling Partner, which shall govern the provision of Product-related services and related deliverables, including compensation for such. Contracts between the Service Partner and its Customers or Reselling Partners shall be concluded in the Service Partner's name and at its own risk. Boyum shall have no liability or involvement in these agreements.

**3B.4.2. Technical Assistance.** In situations where the Service Partner requires technical assistance from Boyum, the terms of Schedule 5 (Boyum Service Terms) shall apply.

### **3B.5. RESTRICTIONS**

**3B.5.1. Restrictions on Product Resale.** The Service Partner shall not resell Boyum Products, except if the Service Partner is also authorized by Boyum as Reselling Partner.

**3B.5.2. Customizations Using Extensibility Tools.** The Service Partner may deliver Customer-specific customizations by utilizing the extension tools provided by Boyum (such as APIs or integration frameworks), as long as such customizations do not involve direct modifications to the core Boyum Product code. All customizations must comply with Boyum's technical guidelines, guidelines and terms of ERP Solution Providers, and be implemented in a manner that preserves the integrity and stability of Boyum Products.

### **3B.6. DATA SECURITY**

The Service Partner shall implement and adhere to industry standard information security protocols, including robust access control and user management policies, and comply with all applicable laws to safeguard all sensitive information. The Service Partner shall maintain appropriate technical and organizational measures to protect Customer data and promptly report any security incidents or breaches affecting Customer data or Boyum's information to Customer and Boyum respectively.

### 3.C. SUB-SCHEDULE: REFERRAL PARTNER TERMS

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#### 3C.1. BACKGROUND

**3C.1.1. Scope of the Schedule.** The terms and conditions in this Schedule are supplementary to those stated in Schedule 2 (General Terms and Conditions) and apply specifically to Boyum Partners engaged in the promotion and referral of Product and/or Services to potential Customers.

#### 3C.2. REFERRAL PARTNER APPOINTMENT

**3C.2.1. Rights.** In addition to the rights granted in Schedule 2 (General Terms and Conditions) Boyum hereby authorizes Partner, on a non-exclusive, worldwide, limited basis to promote Products and/or Services and refer potential Customers to Boyum.

#### 3C.3. PARTNER RESPONSIBILITIES

**3C.3.1. Partner responsibilities.** Referral Partner shall use reasonable commercial efforts to:

- a. Promote Products and/or Services to potential Customers in a professional and ethical manner,
- b. Refer potential Customers to Boyum by providing the potential Customer's name, contact information, and any other necessary details for Boyum to contact the potential Customer,
- c. Facilitate communication between the potential Customer and Boyum or Boyum-appointed Reselling Partners until Boyum deems the lead qualified,
- d. Provide regular status reports to Boyum regarding promotional efforts and referrals, as reasonably requested by Boyum,
- e. Provide any additional information reasonably requested by Boyum.

**3C.3.2. Lead management.** The Referral Partner shall submit leads for evaluation and qualification in accordance with Boyum's lead management process. Each submission shall include the potential Customer's name, contact details, and any relevant background information to facilitate lead qualification.

**3C.3.3. No authority to bind us.** The Partner shall have no authority to bind Boyum or its Affiliates to any contract, representation, act or deed.

**3C.3.4. No warranties to leads.** The Partner shall not make any warranties to potential Customers concerning prices, terms of delivery, performance of the Products or Services, terms of payment, or conditions of sales except to the extent such representations are authorized by Boyum in writing.

**3C.3.5. Lead management.** Boyum shall retain ownership and control of all submitted leads referred by the Partner to Boyum to ensure long-term customer control.

#### 3C.4. REFERRAL FEES AND PAYMENT

**3C.4.1. Referral fees.** Referral Fees shall be a fixed fee, or a percentage of the initial contract value received by Boyum from a qualified lead for the purchase of Boyum's Products or Services during the initial term of the agreement with the qualified lead, as specified in Partner Program.

**3C.4.2. Qualified leads.** A *qualified* lead shall meet the following criteria:

- a. must enter into a binding agreement with Boyum or Boyum's Reselling Partner for the purchase of Products or Services within 24 (twenty-four) months from the date of introduction to Boyum.

- b. The lead is not an existing customer, not in Boyum's or any Reselling Partner's current sales pipeline, and has not been referred by a third party.

**3C.4.3. Calculations.** Boyum shall provide Partner with a statement showing the calculation of referral fees for all qualified leads for each invoice period (e.g., monthly, quarterly). In case of any dispute over the calculation or payment of a referral fee, the Parties shall collaborate in good faith to resolve the dispute before pursuing formal dispute resolution as described in the Agreement.

**3C.4.4. All-inclusive.** Referral fees shall include any applicable taxes, including local taxes and all other fees or expenses incurred by Partner. Partner shall not be entitled to additional remuneration beyond the established Referral Fee and shall be responsible for any taxes associated with receiving the referral fee.

**3C.4.5. Payment.** Referral Partner shall issue an invoice based on Boyum's calculations. Such an invoice shall be considered due 15 (fifteen) days after the lead has purchased and paid a license.