



Boltrics Customer Agreement

This Boltrics Customer Agreement (the “**Agreement**”) is between Customer and Boltrics and consists of these General Terms, [SLA](#) for Support, [General Terms and Conditions](#), [Boltrics Data Processing Agreement \(DPA\)](#), Boltrics [Project Conditions](#) and Boltrics [Installation Requirements](#), [Third-party-extension compliance](#) and other [Product Terms](#) Boltrics presents (through Partner) when an order is placed for Boltrics’ Software. This Agreement takes effect when the Customer accepts it, applies to any order under this Agreement, and supersedes any end user license agreement that accompanies a Boltrics Product, unless expressly agreed otherwise in writing with Boltrics. The individual who accepts the Agreement represents that they are authorized to enter into this Agreement on behalf of Customer. Capitalized terms have the meanings given under “Definitions” or in the body of this Agreement.

General Terms

Licenses and Products

- a. **Licenses for Software and order for Products.** Software is licensed and not sold. Subject to Customer’s compliance with this Agreement, Boltrics (through Partner) grants Customer a nonexclusive and limited license to use the Software ordered as provided in this Agreement. Orders from Customer to supply Products are only accepted by Boltrics upon written acceptance by Customer of the relevant proposal and this Agreement. Customer (thereby) acquires the right to use the Software as an end user and to access the Software against subscription licenses during the agreed subscription term, subject to the terms and conditions in Microsoft’s licensing terms and conditions. Boltrics has the right to verify that use of the Software is in accordance with this Agreement. The number of Users who can access or use the Software is specifically limited (and initially) as agreed in any proposal and/or purchase agreement.
- b. **Tied licenses.** To utilize 3PLDynamics, Customer must procure both licenses from Boltrics for the software built and provided by Boltrics on top of Microsoft Business Central and licenses from Microsoft for using Microsoft Business Central. When ordering a license for Boltrics’ Software, Customer places an order for the required (connected) Microsoft licenses with and/or via Boltrics or Partner. The licenses for Microsoft Business Central and/or other Microsoft Products are covered by the Microsoft Customer Agreement. Microsoft remains responsible for the Microsoft Products, including Microsoft Business Central. Microsoft has no responsibility for non-Microsoft Products. Customer authorizes Boltrics to place orders for the relevant Microsoft licenses on Customer’s behalf and manage Customer’s purchases (by associating Boltrics with its account). When using 3PLDynamics, the Customer must observe the Microsoft Customer Agreement and other applicable terms and conditions of Microsoft. Boltrics is solely responsible for the 3PL Dynamics software insofar as it concerns the part of the software that it has developed (independently) on top of Microsoft Business Central and is owned by Boltrics, or other software that it has developed and is its property
- c. **Microsoft Customer Agreement.** Customer must accept the applicable Microsoft Customer Agreement before Boltrics and/or a Boltrics Partner can provide Boltrics Products. Boltrics is not obliged to supply Products under this Agreement and/or may terminate this Agreement and/or any purchase agreement if: (a) Customer does not meet Microsoft’s criteria for product distribution or is excluded, rejected or closed as a customer of Microsoft; (b) Customer orders for Microsoft Products are rejected by Microsoft; (c) Customer’s customer status is terminated by Microsoft. The following Microsoft documents apply to and form part of any purchase agreement: a. [Microsoft software license terms](#); b. [Microsoft Customer Agreement](#); c. [SLA for Microsoft Online Services](#).
- d. **Microsoft software license terms.** The Microsoft Software License Terms apply to Microsoft Products and govern the use of the Microsoft Products. [Notice regarding subscription validation](#): By providing the Customer with a hardcopy (in electronic form) of the Microsoft Software License Terms, Boltrics informs the Customer about the validation functions of the Microsoft Products. The validation functions are a requirement for a Microsoft Product subscription. The Microsoft software license terms and/or other Microsoft documents may change from time to time. This Agreement, the Boltrics documents, including Boltrics license terms in or annexed to this Agreement, may subsequently change from time to time. Customer must have enough licenses issued by Microsoft for all Microsoft software licensed to support the maximum number of users and/or devices that may access or use the Software before use.
- e. **Microsoft is a third-party beneficiary.** Microsoft is a third-party beneficiary of this Agreement with the right to: (i) Enforce the Agreement, (ii) Verify the Customer’s compliance with the Agreement, and (iii) contact the Customer directly.
- f. **Information shared with Microsoft.** Customer authorizes Boltrics to share information with Microsoft that is necessary for Boltrics: (i) to collaborate with Microsoft, (ii) to enable Microsoft to provide services and communications directly to Customer, and (iii) to verify Customer’s compliance with the Microsoft Software License Terms.
- g. **Microsoft subscriptions.** The following additional terms apply for Microsoft subscriptions: (i) Customer expressly acknowledges the following: The subscription duration is for a limited term. Upon expiration or termination of the subscription, Customer will no longer have the right to use the licensed software. Customer’s use of the licensed software after expiration or termination of the subscription is a violation of international copyright laws and the Microsoft Software License Terms. (ii) Boltrics may disable Customer’s subscription, for example but not exclusively in case of failure to meet payment obligations. Depending on subscription, this may mean that Customer will have limited or no access to the licensed software. Microsoft will not be liable in any manner whatsoever to Customer arising out of Boltrics’ disabling the Customer’s subscription. Microsoft reserves the right to terminate a subscription, at any time, in response to an intellectual property infringement claim against Microsoft or according to a court or other governmental order. (iii) If the license expires or terminates, Customer’s right to use the software will stop

immediately. If Customer continues to use the software after the license expires or terminates, the Customer could be held liable for infringement of intellectual property rights, which could result in significant damages being assessed against the Customer, or other legal remedies. (iv) Subscription Validation. Servers on which the software is installed will from time to time perform a validation check of the software, as detailed in the Microsoft Software License Terms. Validation verifies that the software has been properly licensed. It also verifies that no unauthorized changes have been made to the validation functions of the software.

- h. Use.** all licenses referred to in this Agreement are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law. Licenses and/or modules are configured as agreed in a proposal and/or as invoiced. The Software and the agreed or invoiced software modules of Boltrics are implemented, installed and/or made available to Customer for use by the Users only. The Customer pays per operation for an ordered module of Boltrics. An operation is defined as: locations or branches that are within line-of-sight distance or, according to Boltrics, fit into one environment in terms of performance. Boltrics will install the entire solution whether or not the Customer will use the entire solution or certain modules. Use of a module remains permitted only upon written order (via e-mail), subject to acceptance of any additional terms of use for the module in question. In any event, upon use or activation of a module, Customer automatically owes the cost of using the module. Use constitutes agreement to the terms of use stated in this Agreement or any Product Terms. Boltrics reserves the right to measure and monitor module usage, including but not limited to tracking activation and usage patterns.
- i. Duration of licenses.** Boltrics' Software is licensed on a subscription basis for a period of three years. In principle, Subscriptions renew automatically until cancelled.
- j. Changing licenses.** The basis for the supply and use of the Software are the Users and the license configurations and/or installed modules as initially agreed in writing and/or as invoiced. Licenses, as well as modules, can be changed monthly by Customer upon order. Increasing or decreasing the number of Users may be done by sending an email to Boltrics at finance@boltrics.nl or Boltrics Partner or otherwise as directed by Boltrics or Boltrics Partner. Additional modules can be ordered by Customer by submitting a request to that effect. Subsequently granted licenses on behalf of the Customer or an increase in (initial) licenses and/or an order for expansion of installed modules will result in price changes and will be charged in full in accordance with the applicable (additional) tariffs. Users and/or modules acquired during the month will be charged for the full month. Deactivation of modules is only possible if the modules are no longer used by the Customer. In case of deactivation, the modules and associated tables are deactivated and emptied. Scaling down should be indicated during the month, the running month the costs remain the same. In any case, a scaling down of licenses or modules in the first contract year is only permissible if at least 80% of the number of Users and/or the (euro) value of the licenses and/or modules purchased is retained. In subsequent contract years, at least 80% of the number of Users or the (euro) value of the licenses and/or modules on January 1 of the current contract year must be maintained.
- k. Users.** Customer will control access to, and use of, the Products by its Users and is responsible for any use of the Products that does not comply with this Agreement.
- l. Affiliates.** Customer may order Products for use by (employees of) its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Boltrics. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement. The Software and the agreed and/or invoiced software modules of Boltrics, are made available in Microsoft Cloud for use by Customer's Users. User licenses can be assigned on the central license of Customer and/or its Affiliate, where access can be given to use the Software from one or more locations of Customer or its Affiliates. Customer is responsible for having and ensures to have arranged all prior proper authorization for this.
- m. Reservation of Rights.** Boltrics reserves all rights not expressly granted in this Agreement. The Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel.
- n. Permits and consents.** Customer is responsible for and warrants that it has all permits, concessions, licenses, consents (from its Affiliates and/or other organizations, entities, persons), etc. that may be required for Boltrics or a Boltrics Partner to provide the Products and otherwise fulfill its obligations under this Agreement and the proposal and/or purchase agreement.
- o. Implementation/installation:** With regard to the implementation of Software, any additional modules and/or other software, whether or not based on a Fixed Price Fixed Time project, the Boltrics Installation Requirements and Project Conditions and the conditions in the Boltrics Proposal provided to Customer are (also) applicable. Boltrics offers implementations at "fixed price & fixed time". This means that in principle and under the conditions set by Boltrics, Boltrics can deliver the agreed functionality in three (3) months or another time frame as agreed upon at the agreed price. With regard to any implementation project offered at "fixed price & fixed time", agreed times or deadlines for implementation and Go-Live dates do not have the meaning of a fatal deadline within the meaning of Article 6:83 of the Dutch Civil Code. It is the Customer's responsibility to train and support its end-Users (including through training and knowledge transfer by the Customer's key business users, who themselves are responsible for writing manuals, developing test scenarios and simulations, etc.). If it is determined by Boltrics in simulation 2 that the Customer's key users are not ready for Go Live (e.g. due to lack of knowledge), which is not attributable to Boltrics' efforts, as a result of which the timing of Go Live cannot be achieved, then all associated additional costs, which should be understood to include additional implementation days that Boltrics or Boltrics Partner must put in, are for the Customer's account.

- p. **Access.** Customer shall grant the necessary user or access rights to Boltrics with respect to app registrations that Boltrics deems necessary for the implementation or use of modules, such as Boltrics App Platform. The terms and conditions on [Service principal / App registration: | Learn 3PL Dynamics](#) apply.
- q. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):
- reverse engineer, decompile, or disassemble any Product, or attempt to do so (except where applicable law permits despite this limitation);
 - install or use non-Boltrics software or technology in any way that would subject Boltrics or its licensors' intellectual property or technology to any other license terms;
 - work around any technical limitations in a Product or restrictions in Product documentation;
 - separate and run parts of a Product on more than one device;
 - upgrade or downgrade parts of a Product at different times;
 - transfer parts of a Product separately; or
 - distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

Professional Services

- a. **Performance of Boltrics Professional Services.** Subject to Customer's compliance with this Agreement, Boltrics will perform the Professional Services ordered and as stated in this Agreement and under the conditions of any applicable proposal and/or purchase agreement.
- b. Default maintenance of the Software is defined as follows:
- Boltrics performs support activities as described in this Agreement;
 - Making available of updates and new releases regarding Boltrics Software;
 - Making available of updates and (minor) releases regarding third-party software providers (including Microsoft). Boltrics might charge costs for delivering major releases to the Customer;
 - Customer-specific modification and customer-specific integration are excluded from updates. For this, additional costs can be charged.
 - For the process that coordinates the release of new software versions, please refer to [Boltrics Release Management](#).
- c. **Changes.** Customer acknowledges that Microsoft may implement updates or changes to its products from time to time, as Microsoft may, in its reasonable discretion, update the processes and tools necessary to perform these functions, and that Boltrics may be required to implement such updates or changes. Boltrics may from time to time issue updates, modifications, new, minor and major releases in relation to the Software.
- d. **Updates.** Boltrics shall and may from time to time issue updates in connection with the maintenance or optimization of the Software. Boltrics does not require the Customer's (written) permission to do so. The conditions stipulated in [Project Conditions](#) and Boltrics' Release Management: [A successful update. Standardly with Boltrics new release management | Learn 3PL Dynamics](#) apply to the updates and changes by Boltrics. The communication regarding such updates and changes is also through Boltrics status page and as indicated on the following link [Boltrics status page | Learn 3PL Dynamics](#).
- e. **Modify Software and conditions.** Boltrics may unilaterally modify the Software (for example but not exclusively in the case of bugfixes, new releases of Boltrics' or its suppliers' products and adding new features) from time to time. Boltrics is also entitled to change the technical method of providing the Software. If required, Boltrics may amend the terms and conditions in this Agreement in that regard, of which it will give prior notice via email.
- f. **Support.** Under the conditions of the purchase agreements concluded with Boltrics and SLA, Boltrics offers second-line and third-line support to Customer. Support is defined as follows: Boltrics offers second-line and third-line support to a Customer as far as the functionality has been configured by Boltrics and worked successfully before, the functionality worked yesterday but stopped functioning today ("**Incident**"). A Customer is responsible for the set-up and execution of first-line support. The following definitions are used and/or conditions apply:
- First-line support (1) includes the functional support to users regarding the operational functioning and use of standard software; (2) analyzing Incidents and (3) reporting of Incidents via email and/or tickets.
 - Second-line support includes (1) analyzing an Incident reported by Customer;
 - (2) providing a reasonably foreseeable effort to solve a reproducible Incident functionally.
 - Third-line support includes a reasonably foreseeable effort to solve a reproducible Incident technically.

SUPPORT DOES NOT INCLUDE:

- The provision of qualitative and functional improvements requested by Customer;
- Converting files;
- Installation and configuration;
- User training;
- Maintenance and support on hardware;
- Developing and support on customer-specific software (PTE); including customer-specific reports and codeunits;
- Solving incidents for software components that Boltrics did not implement;
- Changes and or recovery of data;
- Performance analysis and providing performance improvements.

If the purchase agreement is concluded with a Partner Boltrics shall (on behalf of Partner) only offer third-line support to Customer as defined above. Third-line support is always done by Boltrics on workdays, Monday to Friday, from 8:30 in the morning until 17.00 in the afternoon (CET), with the exception of generally recognized holidays under Dutch law. Support to be performed by Boltrics is performed at Boltrics' office. Incidents/support tickets can only be submitted and followed up by key users.

- g. Hotfixes and new releases.** Boltrics delivers hotfixes and new releases of the Software. Boltrics provides the agreed upon maintenance and support on the current Boltrics release (X) and the previous Boltrics release (X-1) of the Software. Hotfixes will only be released on the current release (X).
- h. Fixes.** Each fix is licensed under the same terms as the Product to which it applies. If a fix is not provided for a specific Product, any use rights Boltrics provides with the fix will apply.
- i. Affiliates' rights to Services Deliverables.** Customer may sublicense its rights in Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with this Agreement.

Non-Boltrics Products

Non-Boltrics Products, including services, are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Boltrics Product. Boltrics is not a party to the terms between Customer and the Publisher. Boltrics makes no warranties and assumes no responsibility or liability whatsoever for Non-Boltrics Products. Customer is solely responsible and liable for its use of any Non-Boltrics Product. Boltrics does not guarantee interoperability with third-party software. Boltrics refers to the applicable Third-party-extension compliance document, which can be found under the following link [Third-party-extension-compliance](#). Boltrics is not liable for third-party products, even if Boltrics facilitates the use of third-party products, such as third-party platforms, whether or not at the Customer's request, for example by providing a feature that enables interconnection with that product. For integrations with third parties, including but not limited to third party software, cloud services or other external systems, Boltrics is not responsible for the performance, reliability or any errors in the operation of such integrations. Boltrics assumes no liability for damages resulting from the use of these integrations, including any loss of data, incompatibility or failure, or resulting in any way from changes made by third parties to their products, as well as the impact of these changes on Boltrics Products, including Boltrics services, product information, software, software extensions and/or servers.

Availability

The availability of Boltrics Software depends 1-to-1 on Microsoft Business Central, the availability of which is the responsibility of Microsoft.

Verifying compliance

- a. Adequate Usage Rights.** Customer is responsible for maintaining the adequate usage rights for the Software. Customer guarantees that it will only use original Microsoft Products and properly obtain the required Microsoft Products.
- b. Verification process.** Customer must keep records relating to Products it and its Affiliates use. At Boltrics' expense, Boltrics may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. Boltrics may engage an independent auditor under nondisclosure obligations to perform the verification. Customer must promptly provide any information and documents that Boltrics or the auditor reasonably requests related to the verification and visual access to systems running the products. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.
- c. Remedies for non-compliance.** If verification reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Boltrics' other remedies, if unlicensed use is 5% or more of Customer's total use of all products, Customer must reimburse Boltrics for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less.

Data Protection and Processing

Boltrics does not maintain, modify, delete or otherwise process Personal Data of Customers which data is stored in Microsoft Business Central. Customer remains the owner of and responsible for this data. The DPA, which is incorporated by reference, applies where Personal Data is processed by Boltrics as processor on behalf of the Customer as controller, which processing is necessary for the performance of the Agreement and/or purchase agreements concluded with Customer. (In any legal relationship between Boltrics and Customer,) Customer always remains responsible for the (Personal) Data of its employees and customers. Before providing Personal Data to Boltrics, Customer will obtain all required consents from third parties (including Customer's contacts, partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

Confidentiality

- a. Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, Professional Services Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products, or services.
- b. Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose

Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Product Terms and DPA provide additional terms regarding the disclosure and use of data of Customer.

- c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
- e. **Duration of Confidentiality obligation.** These obligations apply: (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information. However, there is no time limit regarding these obligations and for the disclosure of Confidential Information that contains Personal Data, know-how as defined in the EU Competition laws - and regulations and/or trade secrets as defined in the Trade Secrets Protection Act.

Code of Conduct

Boltrics must comply with the [Microsoft Partner Code of Conduct](#) and [the Anti-Corruption Policy for Microsoft Representatives](#). Both Parties confirm that they operate their business under similar standards as described in these policies, in particular in relation to compliance with applicable anti-corruption laws and other laws prohibiting bribery, corruption, inaccurate books and records, inadequate internal controls, and money-laundering.

Warranties

- a. **Limited warranties and remedies.** To the extent permitted by applicable law, the remedies below are Customer's sole remedies for breach of the warranties provided in this section, and Customer waives any warranty claims not made during the applicable warranty period.
 - (i) **Software.** Boltrics warrants that the Software version that is current at the time Customer acquires it, Microsoft Business Central excluded, will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Boltrics within the warranty term, Boltrics will, at its option, (1) return the amount Customer paid for the Software license or a prorated portion of the applicable subscription fee or (2) repair or replace the Software. Rectification can also be done by a problem avoiding restriction or by providing an update.
 - (ii) **Professional Services.** Boltrics warrants that it will perform Professional Services with the applicable professional standard of care and skill in the industry. If Boltrics fails to do so, and Customer notifies Boltrics within 90 days from the completion of the work giving rise to the warranty claim, then Boltrics will, at its discretion, either re-perform the Professional Services or return the amount Customer paid for them.
- b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement or applicable documentation, including failure to meet minimum system requirements. These warranties do not apply to third-party-products, free, trial, preview, or prerelease products, or to components of products that Customer is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above or as required by applicable law, Boltrics provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties and conditions, including warranties and conditions of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Professional Services that are provided without charge are provided "AS IS," WITHOUT ANY WARRANTY OR CONDITION.

Defense of third-party claims

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Boltrics.** Boltrics will defend Customer against any third-party claim to the extent it alleges that a Product or Services Deliverable made available by Boltrics for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Boltrics and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Boltrics is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product or Services Deliverable with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Boltrics will not be liable for any claims or damages due to Customer's continued use of a Product or Services Deliverable after being notified to stop due to a third-party claim.

- b. By Customer.** To the extent permitted by applicable law, Customer will defend Boltrics and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Boltrics Product hosted in an Online Service by Boltrics on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Services Deliverable, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability

Subject to the Exclusions, Exceptions and Applicability provisions in subsections d, e, and f, each party's liability to the other party under this Agreement is limited to direct damages finally awarded, not to exceed an amount determined as follows:

- a. Subscriptions.** For each Product licensed on a subscription basis, Boltrics' maximum, aggregate liability is the total amount of subscription fees Customer paid to use the Product during the 12 months preceding the most recent incident giving rise to the claim(s), expressly limited to fees paid for Boltrics Software and excluding any fees paid for Microsoft or other third-party Products.
- b. Professional Services.** For Professional Services, Boltrics' maximum, aggregate liability is the amount Customer paid for the applicable Professional Services.
- c. Boltrics total liability (in general).** Boltrics' total (cumulative) liability towards Customer for any loss incurred or to be incurred as a result of the event(s) that caused the loss and that can be attributed to Boltrics shall be limited to the amount paid under Boltrics' (professional) liability insurance in the relevant instance. If no payment is made under such insurance and/or in any case, total (cumulative) liability shall be limited to the price stipulated for the relevant agreement (excluding VAT), defined as the total annual payments for Boltrics Products (expressly excluding Microsoft or other third-party Products and VAT). In all cases, such liability shall not exceed EUR 500,000 (in words: five hundred thousand euros).
- d. Exclusions.** In no event will Boltrics be liable for indirect, incidental, special, punitive, or consequential damages; loss of revenue, profits, or anticipated savings (whether direct or indirect); or loss of use, loss of business information, or interruption of business, however caused or on any theory of liability.
- e. Exceptions.** No limitation or exclusions under this Agreement will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data and Professional Service Data, which will remain subject to the limitations and exclusions above); (2) obligations under the section entitled Defense of Third-Party Claims; (3) violation of the other party's intellectual property rights; or (4) willful misconduct or gross negligence.
- f. Applicability.** To the extent permitted by applicable law, the limitations, exclusions, and exceptions set forth in this Limitation of Liability section apply to all claims and damages under or relating to this Agreement, the Products or Professional Services provided under this Agreement, including, without limitation, breach of contract, breach of warranty, strict liability, negligence and other torts, even if the parties knew or should have known about the possibility of the damages.
- g. Liability for death or personal injury.** Nothing in this Agreement shall exclude liability for death or personal injury caused by negligence or liability for fraudulent misrepresentation.
- h. Microsoft pass-through clause.** Boltrics shall not be liable for any errors, defects, downtime, or unavailability attributable to Microsoft Products. For such Products, Customer's sole and exclusive rights and remedies shall be those granted directly by Microsoft under the Microsoft Customer Agreement and/or Microsoft's applicable service level agreements and terms. For the avoidance of doubt, to the extent Boltrics could nonetheless be held liable in connection with Microsoft Products, Customer may only exercise such rights against Boltrics as Microsoft itself grants under its own applicable terms, and in no event shall Boltrics' liability exceed those rights or remedies, nor shall it exceed the maximum liability cap as set forth in this Agreement.

Partners

- a. Purchase Agreement.** Within the Netherlands, Boltrics enters into a purchase agreement with the Customer regarding the Products and implements the Software. For the provision of Products, including Professional Services and/or other services in relation to the Software to a Customer located outside The Netherlands, orders are to be placed and a separate purchase agreement ('**Purchase Agreement**') is to be concluded with Boltrics Partner. The Purchase Agreement shall consist of all applicable terms of this Agreement, with the following modifications or additions:
- b. Orders with Partner.** If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or, at the discretion of Boltrics, purchase directly from Boltrics. Partners and other third parties are not agents of Boltrics and are not authorized to enter into any agreement with Customer on behalf of Boltrics. Upon order of the Software and/or other Products through Partner, Partner comes to an agreement with Customer to implement the Software and provide the relevant implementation, (second-line) support and maintenance services, all as an independent contractor, direct service provider and on its own account and risk. Boltrics will solely be responsible for the updates to be performed by Boltrics as provided in this Agreement.
- c. Release policy.** Partner and Customer are obliged to follow the release policy of Boltrics.
- d. Termination.** The Purchase Agreement will terminate if Boltrics and Partner, for any reason, cease cooperation and may be terminated by Partner if Customer breaches the terms of the Purchase Agreement and is in default. This Agreement may be terminated by Boltrics upon termination of the Purchase Agreement.

- e. **Applicable law.** The applicable law will be that of the jurisdiction where the Partner has its headquarters.
- f. **Additional terms.** Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.
- g. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner, Customer may choose to provide that Partner with administrator privileges. Customer consents to Boltrics and its Affiliates providing that Partner with Customer Data and Administrator Data for purposes of provisioning, administering, and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Boltrics'.
- h. **Product Support.** Partners may provide support for Products and other value-added services, and Partner is responsible for the performance of any services it provides. If Customer purchases Boltrics Support Services from a Partner, Boltrics will on behalf of Partner provide the third-line support services under the conditions of this Agreement.
- i. **No Third-Party Rights.** Unless explicitly agreed otherwise in writing between Boltrics and the relevant Partner, or as provided in a framework agreement between Customer Holding and Boltrics, where the Software is delivered through a Partner, this Agreement shall not create any contractual relationship between Boltrics and Customer. In such cases, the contractual relationship exists solely between the Partner and Customer, and Boltrics shall not be considered a party to that relationship. Accordingly, any rights and obligations arising under this Agreement shall be enforceable only between the Partner and Customer, and Boltrics shall not bear any responsibility or liability in this regard.
- j. **Exception – Direct Applicability for Updates and 3PLDynamics.** Notwithstanding the foregoing, this Agreement shall apply directly between Boltrics and Customer solely with respect to Boltrics' obligation to provide updates and new releases of the Software developed by Boltrics (including 3PLDynamics), but only if: a) such direct applicability has been explicitly agreed in writing between Boltrics and the relevant Partner, or is provided for in a framework agreement between Customer Holding and Boltrics, and b) Customer has accepted this Agreement in writing and made such acceptance known to Boltrics. In such case, Boltrics' responsibility is strictly limited to the Software developed by Boltrics and excludes all third-party software components, including but not limited to Microsoft Business Central and any associated services provided by Microsoft or the Partner.

Pricing and payment

Except as otherwise provided in this Agreement, if Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Boltrics are set by Boltrics, and Customer will pay the amount due as described in this section. Boltrics may change the prices and rates, including hourly consultancy rates, from time to time. In case of price changes of modules during the contract period Boltrics will change its prices and rates upon prior written notice of at least 1 month.

- a. **Payment method.** In principle, the services performed and/or products delivered are invoiced. The invoice will be sent by e-mail. Monthly costs for subscriptions will be charged in advance and paid by direct debit, save where the Customer is located outside the EU and/or direct debit is not possible because of laws and regulations or technological restrictions, in which case the monthly costs will be paid by means of electronic bank transfer or otherwise transferred as directed by Boltrics. The Customer grants an authorization for payment by direct debit.
- b. **Eligibility for invoicing.** Customer authorizes Boltrics to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide its balance sheet, profit and loss and cash flow statements to Boltrics. Customer may be required to provide security in a form acceptable to Boltrics to be eligible for invoicing. Boltrics may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Boltrics of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.
- c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Boltrics for the period corresponding to the invoice. Customer will pay all amounts due within 14 calendar days following the invoice date.
- d. **Late Payment.** Boltrics may, at its option, assess a late fee on any payments to Boltrics that are more than fifteen (15) calendar days past due at a rate of up to two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less. Further, if Customer fails to have full invoice payment received by Boltrics on the due date and after a granted grace period of 15 days thereafter for proper performance, Boltrics may, without waiving any other right or remedy to which it is entitled, suspend all pending orders, further deliveries or access to the Software after it has notified the Customer of its intention to suspend its obligation or restrict access by providing a minimum of seven (7) business days' prior notice.
- e. **Taxes.** Boltrics prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Boltrics, Customer will also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Boltrics is permitted to collect from Customer. Customer will be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Payment shall be made in unencumbered funds, without any deduction or set-off and free from and without deduction for or on account of taxes, levies, import duties, charges, fees or withholdings of any kind, now or hereafter imposed by any governmental, fiscal, banking or other party or authority, except to the extent required by law. If Customer is forced to make any such withholding, Customer shall notify Boltrics and pay to Boltrics such additional amounts as may be necessary to ensure that Boltrics receives the full amount that Boltrics would have received without the withholding.

Term and termination

- a. Term.** Unless agreed otherwise in writing, this Agreement is effective for a term of three years, after which it will be automatically renewed for successive terms equal to the initial contract term, unless terminated in accordance with this Agreement.
- b. Termination without cause.** Either party may after the initial contract term terminate this Agreement without cause on 60 days' written notice. Licenses granted on a subscription basis, access to Online Services and Boltrics Support Services and/or individual purchase agreements will discontinue or terminate accordingly.
- c. Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' written notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
 - (i)** All licenses granted under this Agreement and/or purchase agreements will terminate immediately.
 - (ii)** All amounts due under any unpaid invoices shall become due and payable immediately. For products billed in arrears based on usage, Customer must pay for all unpaid usage as of the termination date immediately upon receipt of an invoice.
 - (iii)** If Boltrics is in breach, Customer will receive a credit for any Subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
 - (iv)** Customer must pay for all Professional Services provided as of the termination date immediately upon receipt of an invoice.
- d. Termination by Boltrics.** Boltrics has the right to terminate this Agreement by dissolution ("ontbinding") (in whole or in part) extrajudicially and with immediate effect, without prejudice to any other right of Boltrics: a. If Customer breaches any term or condition of this Agreement or any other agreement entered into pursuant to its provisions and such breach is not remedied within (14) days after written notice of default; in case of non-performance of payment obligations and/or in case the breach is by its nature not remediable, the Agreement or any other agreement entered into pursuant to its provisions shall terminate immediately upon receipt of written notice; b. If Customer breaches its duty of confidentiality under this Agreement; c. Upon infringement, misappropriation or violation of Intellectual Property of Boltrics or its licensors; d. If Customer is declared bankrupt; e. If the Customer is granted (provisional) suspension of payments; and/or f. If the Customer's business is terminated or transferred in whole or in part to a third party.
- e. Suspension.** During any period of breach by Customer, Boltrics may suspend a Subscription or purchase agreement without terminating this Agreement. Boltrics will, unless stated otherwise in this Agreement, give Customer 30 days' notice before such suspension unless Boltrics' charge against Customer's payment method is declined or Boltrics reasonably believes immediate suspension is required to prevent unauthorized access to Customer Data or to ensure the ongoing confidentiality, integrity, availability, or resilience of Boltrics' systems and services.
- f. Termination to comply with laws.** Boltrics may modify or discontinue offering a Product and/or terminate a Subscription or purchase agreement for that Product in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Boltrics to any regulation or requirement that is not generally applicable to businesses operating there; (2) presents a hardship for Boltrics to continue offering the Product without modification; or (3) causes Boltrics to believe this Agreement or the Product offering may conflict with any such requirement or obligation. If Boltrics terminates a Subscription under this provision, Customer will receive, as its sole remedy, a refund for any amount paid in advance for any period after termination. Customer will pay for all services provided or used before termination.
- g. Termination due to termination of agreements with licensors or Partners.** Boltrics may suspend or prematurely terminate the Agreement or the right to use products with immediate effect if the agreement(s) between Boltrics and its licensors or a Partner, through which Customer orders products or other services in relation to the Software, is (are) suspended or terminated.
- h. No claims.** No claims for indemnity or compensation can be lodged by reason of the expiration or termination of the Agreement in accordance with this Agreement, save where these claims are based on breach of contract or tort. Performances already rendered or received are not subject to undoing and/or value compensation within the meaning of Article 6:271 and 6:272 of the Dutch Civil Code. A termination of this Agreement results in termination of the use rights of all software made available. If for any reason the Agreement terminates, Customer undertakes to cease using the Software and to return all resources and/or Boltrics' documentation relating to the Software or to delete or remove the recourses and/or Boltrics' documentation provided by Boltrics from its systems immediately.

Modifications to this Agreement

Boltrics may update this Agreement or the Boltrics documents referred to in this Agreement from time to time. Boltrics may at any time require Customer to accept an updated Agreement. Modified (security) requirements of Microsoft with which Boltrics must comply, changed terms or products of Microsoft, technical or legal requirements, or new developments in 3PL Dynamics, coming from new implementations or logistic customer requests from the Boltrics peloton, always give Boltrics the authority to modify this Agreement and/or the documents referred to in this Agreement. Changes will apply to new orders and to existing Subscriptions, proposals and/or purchase agreements. The amended agreement is deemed to have been accepted if the Customer has not objected in writing to the new Boltrics customer agreement within fourteen (14) days of the agreement becoming known to it or having been sent to it. If Customer does not agree to the changes, it must stop using the Products. Objection will be overruled if this Agreement explicitly permits the change.

Miscellaneous

- a. **Independent contractors.** The parties are independent contractors. Customer and Boltrics each may develop products independently without using the other's Confidential Information.
- b. **Assignment.** This Agreement shall be binding on and inure to the benefit of the parties, their legal representatives, successors and assigns. Neither party may assign or transfer this Agreement or its rights and obligations hereunder without the prior written consent of the other party. This Article shall have the effect of property law.
- c. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- d. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- e. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- f. **Notices.** All notices must be in writing. Notices to Boltrics must be sent to the following address and will be deemed received on the date received at that address: Boltrics Professionals B.V., Galileilaan 23 B, 6716 BP Ede, The Netherlands, finance@boltrics.com. Boltrics may provide Customer with information and notices electronically, including via email, amongst others through the portal for an Online Service, or through a web site that Boltrics identifies. Notice is given as of the date it is made available by Boltrics.
- g. **Applicable law.** This Agreement and all legal relationships between Boltrics and Customer, including any notices of liability, are governed by and will be construed in accordance with Dutch law.
- h. **Dispute resolution.** For any disputes which have arisen or will arise in connection with the legal relationship(s) existing between Boltrics and Customer, the District Court of Amsterdam, location Amsterdam has exclusive jurisdiction, without prejudice to Boltrics' right to bring claims due to it before (i) the Stichting Geschillenoplossing Automatisering (SGOA) in accordance with the arbitration regulations of the SGOA (www.sgoa.eu) ('**Arbitration Rules**') for resolution by arbitration or (ii) the court of the country where the Customer is domiciled or resident. The arbitration proceedings shall take place in Amsterdam, the Netherlands, or at any other place designated in the Arbitration Rules. Notwithstanding the foregoing, Boltrics and Customer hereby expressly waive any right to commence legal proceedings in the United States of America (USA) and/or Canada in respect of disputes that have arisen or will arise in connection with the legal relationship(s) existing between Boltrics and Customer.
- i. **Order of precedence.** If there is a conflict between any Boltrics documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) DPA; (2) this Agreement; (3) [General Terms and Conditions](#); (4) (the other) Product Terms; (5) any additional terms presented when an order is placed. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- j. **Boltrics Affiliates and subcontractors.** Boltrics may perform its obligations under this Agreement through its Affiliates and use subcontractors to provide certain services.
- k. **Government procurement rules.** If Customer is a government entity or is otherwise subject to government procurement requirements, Customer represents and warrants that (1) it has complied and will comply with all applicable government procurement laws and regulations; (2) it is authorized to enter into this Agreement; and (3) this Agreement satisfies all applicable procurement requirements.
- l. **Compliance with Trade Laws.** Products and Services Deliverables may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products and Services Deliverables, including, without limitation, trade laws such as the U.S. Export Administration Regulations and International Traffic in Arms Regulations and sanctions regulations administered by the U.S. Office of Foreign Assets Control ("OFAC") ("Trade Laws"). Customer will not take any action that causes Boltrics to violate U.S. or other applicable Trade Laws. Boltrics may suspend or terminate this Agreement to the extent that Boltrics reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws.

Definitions

"Administrator Data" means the information provided to Boltrics or its Affiliates during sign-up, purchase, or administration of products.

"Affiliate" means any legal entity that Controls, is Controlled by, or is under common Control with a party.

"Boltrics" means Boltrics Professionals B.V., Galileilaan 23B, 6716 BP Ede, CCI: 08156615, VAT no.: NL818818074B01, www.boltrics.com, info@boltrics.nl.

"Boltrics Support Services" means the support services provided by Boltrics and as defined in this Agreement.

"Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity that places an order with Boltrics or Partner for the contract products and/or identified as such on the account associated with this Agreement.



"Customer Data" means all data, including all text, sound, video or image files, and software, that are provided to Boltrics or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services. Customer Data does not include Professional Services Data.

"DPA" means the Boltrics data processing agreement, as updated from time to time, published at [Delivery terms - Boltrics](#), or a successor site and any additional data protection terms that Boltrics presents with this Agreement.

"Fix" or "Fixes" means product fixes, modifications or enhancements, or their derivatives, that Boltrics either releases generally or provides to Customer to address a specific issue.

"Intellectual Property" includes all tangible and intangible: (i) rights attached to works of authorship, including software or products, copyrights, moral rights, neighbouring rights and derivative works thereof, (ii) trademark and trade name rights, (iii) know-how and trade secret rights, (iv) patents, design rights and other industrial property rights, and (v) all other intellectual property rights (of whatever nature) whether arising by operation of law, treaty, contract, license or otherwise, together with all registrations, initial applications, renewals, extensions, splits or reissues thereof in connection with Boltrics' Products, including all software provided or made available by Boltrics.

"Licensing Site" means [Delivery terms - Boltrics](#) or a successor site.

"Material Adverse Change" means any change to the Use Rights for a product that could reasonably affect Customer's decision to purchase the product and that would require Customer to purchase additional licenses, increase the cost to Customer of using the product, remove an existing right, or place additional restrictions on the use of the product.

"Microsoft Products" means licensed Microsoft software and/or services.

"Non-Boltrics Product" means any third party(-branded) software, data, service, website, or product.

"Online Services" means Boltrics-hosted services to which Customer subscribes under this Agreement. Additional or separate license terms can apply.

"Partner or Boltrics Partner" means a company Boltrics has authorized to distribute the products relating to the Software to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Product" means the Software subscription licenses and all (other) products, which includes services, that Boltrics provides as provided in this Agreement and the proposal, including Professional Services, implementation or installation- and consultancy services in relation to the Software, previews, prerelease versions, updates, patches, and Fixes from Boltrics. Product availability may vary by region. Unless stated otherwise in this Agreement, "Product" does not include Non-Boltrics Products.

"Product Terms" means the Use Rights and other terms of delivery for Boltrics' Products, as updated from time to time, which are published at Licensing Site or a successor site.

"Professional Services" means Boltrics Support Services, maintenance and/or update services provided by Boltrics under and as described in this Agreement. "Professional Services" do not include Online Services.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Boltrics or its Affiliates by, or on behalf of, Customer and its Affiliates (or that Customer or an Affiliate authorizes Boltrics to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Boltrics or its Affiliates through an engagement with Boltrics to obtain Professional Services.

"Publisher" means a provider of a Non-Boltrics Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors, and consultants.

"SLA" means service level agreement for Boltrics Support Services, which specifies the minimum service level for the support services and is published on the Licensing Site.

"Services Deliverables" means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms, and machine learning models), other than Products or Fixes, that Boltrics leaves with Customer at the conclusion of Boltrics' performance of Professional Services.

"Software" means (licensed copies of) 3PLDynamics, its modules and/or other software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service. Boltrics is solely responsible for 3PLDynamics insofar as it concerns the part of the software that it has developed (independently), which includes all functionalities on top of Microsoft Business Central. Unless stated otherwise in this Agreement, "Software" does not include the software of (other) third parties, including Partners.

"Subscription" means a license for Customer to use or access an ordered Product as defined in this Agreement during a defined period of time.

"use" means to copy, download, install, run, access, display, or otherwise interact with.

"User" means the intended and number of users of the Software (by name) and the software modules of Boltrics as agreed in writing with Boltrics or Partner or specified on the sales invoice, which definition is further consistent with the definition used by Microsoft in its licensing terms. Customer obtains a license for the Software on a per user basis for a limited duration, as further described in this Agreement, proposal and/or the purchase agreement and subject to Microsoft's terms and conditions related to users of Microsoft Business Central.

"Use Rights" means the rights of use set forth in this Agreement and the Product Terms.

"3PLDynamics" means the single industry software for logistics service providers created by Boltrics, which is built on the foundational platform of Microsoft Business Central. Ownership of 3PLDynamics, including all Intellectual Property rights, is vested in Boltrics.