

BX Master Agreement

(Version 2024-1)

Registration no.:

Effective Date:

The undersigned parties:

- | | | |
|----|----------------------------|--|
| 1. | Name: | Bottomline R&D B.V. |
| | Place registered office: | 's-Hertogenbosch |
| | Physical company address: | Utopialaan 56 5232CE 's-Hertogenbosch |
| | Authorized representative: | L.P.F.A. van Rijswijk |
| | Job title: | CEO |
| | Email address: | bxnotices@bottomline.eu |

hereafter referred to as **"Bottomline"**,

and

- | | | |
|----|----------------------------|--|
| 2. | Name: | |
| | Place registered office: | |
| | Physical company address: | |
| | Authorized representative: | |
| | Job title: | |
| | Email address: | |

hereafter referred to as **"Client"**,

considering that

- (a) Bottomline is a provider of a logistics cloud platform for inventory routing optimization delivered under the name BX;
- (b) Client is the controlling member of a group of companies;
- (c) Client and/or its group companies seek to purchase a BX Subscription and (optionally) BX Add-On Subscriptions and/or Professional Services. from Bottomline from time to time;
- (d) Bottomline and Client have agreed to pre-agree the terms and conditions of any agreement for BX Subscriptions and ancillary services, to be concluded between Bottomline and Client or Bottomline and a group company of Client;
- (e) the pre-agreed terms and conditions are set forth in this BX Master Agreement.

1. Definitions

The definitions, used in this BX Master Agreement, have the following meaning:

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a Party. "Control" for purposes of this definition, means direct or indirect ownership of more than fifty percent (50%) of the voting interests in the entity.

"Agreement" means the agreement for a BX Subscription and (optionally) BX Add-On Subscriptions and/or Professional Services, formalized through a BX Order.

"Bottomline Integration" means an integration (software, connected to the BX API, enabling the exchange of data between BX and Third-Party Systems), created by Bottomline, and offered by Bottomline as a BX Add-On.

“BX” means the logistics cloud platform for inventory routing optimization, including mobile apps and APIs, as further described in the BX Feature List.

“BX Add-On(s)” means a service or services to which the Customer can subscribe in addition to the BX Subscription.

“BX Add-On Subscription” means a subscription to a BX Add-On.

“BX API” the standard application programming interface between BX and a Bottomline Integration or Customer Integration, enabling the exchange of data between BX and Third-Party Systems.

“BX Business Intelligence” means a business intelligence application and connected data warehouse accessible via BX, offered as a BX Add-On.

“BX Data” means the output data, generated in BX as a result of the use of BX.

“BX DPA” means the BX Data Processing Addendum, version 2024-1, constituting an agreement within the meaning of Article 28 of the GDPR, available at bottomline.eu/bx-dpa.

“BX Feature List” means the list of applications and features of BX, available at bottomline.eu/bx-feature-list.

“BX Knowledge Base” means Frequently Asked Questions (FAQ) and other documentation on the use of BX made available by Bottomline in BX.

“BX Order” means the document containing a Subscriptions Order and/or Professional Services Order, stating the core provisions of the Agreement.

“BX Premium Support” means access to the BX Knowledge Base and to Help Center Support at (compared to BX Standard Support) improved, predefined service levels, during and, if a Critical Feature is no longer performed, outside Working Hours, as set forth in the BX Premium Support Terms, offered by Bottomline as a BX Add-On.

“BX Premium Support Terms” means the terms and conditions, version 2024-1, applying to BX Premium Support, available at bottomline.eu/bx-premium-support-terms.

“BX Service” means the service offering BX, Help Center Support and Maintenance.

“BX Service Terms and Conditions” means the terms and conditions, version 2024-1, that apply to each agreement, available at bottomline.eu/bx-service-terms-and-conditions.

“BX Standard Support” means access to the BX Knowledge Base and to Help Center Support during Working Hours.

“BX Subscription” means a subscription to the BX Service.

“Customer” means the legal entity entering into the Agreement with Bottomline, as stated in the BX Order.

“Customer Data” means all electronic data or information entered in BX by Users, whether manually or in an automated (using the BX API and a Bottomline Integration or Customer Integration) way.

“Customer Integration” means an integration (software, connected to the BX API, enabling the exchange of data between BX and Third-Party Systems) created by Customer.

“GDPR” means Regulation (EU) 2016/679.

“Help Center Support” means Bottomline’s support team answering questions regarding and resolving issues in BX, either at a standard level (BX Standard Support) or premium level (BX Premium Support).

“Maintenance” means maintenance to (any components of) BX or a BX Add-On and/or to their underlying infrastructure, including the release of Updates and/or New Versions.

“New Version” means a successive version of BX, containing features and/or functionality that significantly change(s) or improve(s) the features and/or functionality of the then-current version.”

“Professional Services” means certain professional services, related to the BX Service, e.g. consultancy, onboarding support, training, or software development.

“Professional Services Order” means the part of the BX Order pertaining to Professional Services.

“Subscriptions Order” means the part of the BX Order pertaining to BX Subscriptions and/or BX Add-On Subscriptions.

“Third-Party Systems” means Customer’s or a third party’s IT systems, managed by Customer or a third party, from which Customer Data are retrieved to be processed in BX or to which BX Data are transferred from BX.

“Update” means a limited change to BX or a BX Add-On to prevent or remedy malfunctions or vulnerabilities or to improve functionality.

“Working Days” means Mondays up to and including Fridays with the exception of official public holidays in the Netherlands.

“Working Hours” means the hours between 9 AM and 5 PM CE(S)T on Working Days.

“Writing, Written” means sent, made up or confirmed in writing or electronically.

2. Subject of this BX Master Agreement

This BX Master Agreement stipulates the pre-agreed terms and conditions that apply to any Agreement. An Agreement will be entered into between Bottomline and Client or an Affiliate, By entering into an Agreement, Client or Affiliate is granted the right to purchase one or more BX Subscriptions and (optionally) BX Add-On Subscriptions and/or Professional Services from Bottomline. Each Agreement incorporates the pre-agreed terms automatically.

3. Pre-agreed terms and conditions

3.1 Content of an Agreement

An Agreement consists of:

- (1) a BX Order; and
- (2) the BX Service Terms and Conditions; and
- (3) the BX DPA; and
- (4) (optionally): the BX Premium Support Terms; and
- (5) (optionally) an Annex or Annexes.

3.2 Deviations

Any deviations from the terms and conditions contained in the documents listed under section 3.1, (2), (3) and (4) are valid only if explicitly set forth or referenced in Writing in the BX Order.

4. Confidentiality

4.1 Confidential Information

As used in this BX Master Agreement "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in Writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of its disclosure. Each Party's Confidential Information shall include all contract documents as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2 Protection of Confidential Information

Except as otherwise permitted in Writing by the Disclosing Party, the Receiving Party shall (i) protect the Confidential Information of Disclosing Party against unauthorized access, using at least the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and (ii) provide access to Confidential Information of the Disclosing Party to only those of its employees, contractors and agents who need such access for purposes consistent with the Master Agreement and who have signed Written confidentiality agreements with the Receiving Party containing obligations and prohibitions no less stringent than the ones in this section 4.

4.3 Permitted disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and shall provide, at the Disclosing Party's cost, reasonable assistance to the Disclosing Party if the Disclosing Party wishes to contest the disclosure. Bottomline may also (i) disclose Confidential Information disclosed by Client if such disclosure is expressly permitted in Writing by Client.

4.4 Agreed disclosure

By entering into this BX Master Agreement, Client allows Bottomline to reference Client as a customer of Bottomline using Bottomline's technology, on Bottomline's website and in print copy or marketing material. At Bottomline's request, Client will provide an approved company logo and testimonial that Bottomline may publish on its website and/or in marketing material to communicate such relationship.

5. Term, termination, effects of termination

5.1 Term and termination of the BX Master Agreement

This BX Master Agreement will be in effect from the Effective Date and will stay in effect for an indefinite term. Each of the Parties can terminate this BX Master Agreement by serving a Written notice to the other Party, observing a notice period of at least 3 (three) months.

5.2 Effects of termination

On termination of this BX Master Agreement, Client's, and Affiliates' right to order BX Subscriptions or ancillary services ceases. The termination will, however, not affect any Agreement in effect on the termination date, provided that such Agreement shall terminate on expiry of its then-current term. The terms of this BX Master Agreement will continue to apply to any Agreement that continues to be in effect after this BX Master Agreement is terminated.

6. Notices

Any notice from a Party to the other Party with regard to this BX Master Agreement shall be served in Writing to the email address of the undersigned (as stated above). The notice will be deemed received on the date of delivery at the receiving Party's email server, such delivery to be demonstrated by the sending Party. The receiving Party will confirm receipt by email as soon as possible. If the time of delivery is not between 9 AM and 5 PM CE(S)T on a Working Day, the notice shall be deemed received at 9 AM CE(S)T the next Working Day.

7. Governing law and jurisdiction

7.1 Governing law

This BX Master Agreement is construed in accordance with and governed by Dutch law, without regard to its conflict of law rules. The Vienna Convention on Contracts for the International Sale of Goods does not apply to this BX Master Agreement.

7.2 Dispute resolution

Any disputes, actions, claims, or causes of action arising out of or in connection with this BX Master Agreement shall be subject to the exclusive jurisdiction of the competent court in 's-Hertogenbosch, the Netherlands.

8. General provisions

8.1 Relationship of the Parties

The Parties are independent contractors. This BX Master Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

8.2 Mutual non-disparagement

In order to preserve the integrity of the Parties' business relationship, neither Party will, and either Party will cause its officers, directors, and employees not to: disparage, misrepresent, or denigrate the other Party's products, or methods or techniques of doing business, including, but not limited to, through any means of social media or other public comment, rating, or review.

8.3 No third-party beneficiaries

There are no third-party beneficiaries to this BX Master Agreement. In particular, Client's Affiliates are not third-party beneficiaries of this BX Master Agreement.

8.4 No waiver

No failure or delay by either Party in exercising any right under this BX Master Agreement shall constitute a waiver of that right.

8.5 Severability

If any provision of this BX Master Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this BX Master Agreement shall remain in effect.

8.6 Assignment

Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or

otherwise, without the prior Written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this BX Master Agreement in its entirety, without consent of the other Party, to its Affiliate or to an entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that that entity nor any of its affiliates is a direct competitor of the other Party.

8.7 Entire agreement

This BX Master Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, Written or oral, concerning its subject matter.

8.8 Headings

The headings of sections and paragraphs in this BX Master Agreement are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this BX Master Agreement.

8.9 Order of legal prevalence

In the event of a conflict between the terms of this BX Master Agreement and the terms of an Agreement the terms of this BX Master Agreement shall prevail.

Signed and dated electronically by:

On behalf of Client

[Name authorized rep of Client]

On behalf of Bottomline:

Mr. L.P.F.A. van Rijswijk, CEO