

1. DEFINITIONS

The following terms shall, when used in this Service Description and unless the context provides otherwise, have the meaning ascribed to them below.

Access Data – are the provided UserIDs and passwords to access the Btwentyfour services.

Access Point – refers to the point or points at which Btwentyfour connects the Btwentyfour platform to a public electronic communications network.

Account Holder – refers to the company designated as such on the order form and “**account holder**” refers to any other legal entity which is party to a valid Btwentyfour Service Agreement relating to the Btwentyfour platform, stipulating terms corresponding to those set forth in this Agreement.

Account Holder’s Data – refers to any and all information sent, submitted, entered or uploaded by the Account Holder to the Btwentyfour platform, regardless of the Account Holder’s Role.

Activated Business Relation – refers to each specific Business relation, specifically targeted against another account holder and it becomes activated once the Account Holder’s order for such specific Business Relation has been confirmed by Btwentyfour in digital or other written format.

Activated Business Type – refers to each specific Message Type, specifically targeted against another account holder and it becomes activated once the Account Holder’s order for such specific Message Type has been confirmed by Btwentyfour in digital or other written format.

Added Value Services – refers to add-on services to the Services however not included in the Business Service Packages and subject to separate fees, as further defined in the order form.

Agreement – refers to this Btwentyfour Service Agreement, including any appendices hereto.

Aligned Affiliate – shall have meaning set forth in Section 2.3 below

Annual Order Value or AOV – refers to the defined and confirmed order value handled through the Btwentyfour platform on behalf of the Account Holder during a given twelve (12) month period.

Annual Invoice Value or AIV – refers to the defined and confirmed invoice value handled through the Btwentyfour platform on behalf of the Account Holder during a given twelve (12) month period.

Azure Services – shall have the meaning set out in Section 5.2 below.

BMDB – refers to Btwentyfour’s customer master database for Buyers, that offers Buyer’s Master Data structured in a database.

Btwentyfour platform – refers to the digital service platform made available by Btwentyfour to the Account Holder via <http://www.btwentyfour.com>, on the terms and conditions set forth in this Agreement.

Btwentyfour – refers to Btwentyfour AG, being the operator of the Btwentyfour platform.

Business Partner – refers to the account holder with which the Account Holder has the Business Relation. “**Business Partners**” refers to the Account Holder together with its Business Partner.

Business Relation – refers to the combination of two account holders, each identified by a unique GLN (or other similar unique identification code, such as for North America).

Business Service Package – refers to bundled Services as detailed in the order form; the ‘agreed’ Business Service Package is detailed in the order form.

Buyer – refers to an account holder in its Role as buyer of products.

Confidential Information – shall have the meaning set forth in Section 7 below.

Disclosing Party – shall have meaning set forth in Section 7 below.

Effective Date – shall have the meaning set out on the first page of this Agreement.

GLN – refers to a Global Location Number that consists of a 13-digit logical number that uniquely and globally identifies a particular entity, and which is made available by the global non-profit organization GS1.

Hourly Rate Services – refers to services associated with the Services however not included in the Business Service Packages but charged separately on an hourly basis.

Initial Term – shall have the meaning set forth in Section 8.1.

Master Data – refers to all information relating to a product (e.g., product references/identification, properties, attributes, dates, prices, and media).

Message Type – refers to digital messages (data files) containing consolidated and structured data related to a specific purpose, such as Price catalogues (PRICAT), Orders (ORDERS), Order change (ORDCHG), Order responses (ORDRSP), Advanced delivery notification (DESADV), Inventory reports (INVRPT), etc. All available Message Types are listed in the Btwentyfour Integration Guidelines (<https://big.btwentyfour.com>).

Open SKU – refers to the time period during which products are open for trade, meaning, with reference to a single product SKU (i.e., Stock Keeping Unit), from the first open “order from date” for a particular version of the product until the last open “delivery to date” for that product version, regardless of the time span of such period and regardless if other versions of the

same product are simultaneously in trading (in which latter case each version is a separate SKU). Any calculation referring to Open SKU's will be executed (calculated) on the basis of the foregoing formula.

Order form – shall have the meaning of the signed order form with reference to these terms.

Party and Parties – shall have the meaning set out on the first page of this Agreement.

Production date – refers to the date upon which the Btwentyfour platform achieved a complete production status with the Account Holder or the agreed Business Partner (duly tested and approved) and is taken into production use for the Account Holder.

Professional Guidance – refers to experienced Btwentyfour staff or Btwentyfour partner staff, who may be involved in projects as an application specialist, e.g., to optimize and improve efficiency or maximize the user experience of the Account Holder.

Receiving Party – shall have meaning set forth in Section 7 below.

Role – refers to an account holder's role as Buyer or Seller, respectively, in a supply chain process.

Seller – refers to an account holder in its Role as seller of products.

Service Desk – refers to the Btwentyfour customer contact point for User Support and Support as well as Hourly Rates Services.

Service Hours – shall have the meaning set forth in Section 2.6d)(ii).

Services – shall have the meaning set forth in Section 2.1 below.

SKU – refers to a "Stock Keeping Unit" meaning the lowest variant level of a product/model.

SMDB – refers to Btwentyfour's master database for Sellers, where product data of specific products, including their respective properties, is stored.

SPOC – refers to the Account Holder's single point of contact in the Btwentyfour Customer Success team. The SPOC is a particular role assigned to hold and operate in an over-arching manner with a certain level of initiation and knowledge in the ruling circumstances of the Account Holder. The SPOC may therefore be able to lead, advise and guide the Account Holder, if necessary, swiftly involve the relevant resources to accelerate any ongoing activity or incoming business case from an Account Holder.

Support – refers to second (2nd) line support provided by the Btwentyfour Service Desk in relation to the Btwentyfour platform.

Technical Advisor – refers to the Account Holder's assigned point of contact at Btwentyfour when it comes to integration or connectivity projects/topics and will lead and guide in an over-arching manner be initiated and knowledgeable in the ruling circumstances of the Account Holder and may therefore, if necessary, swiftly involve the relevant resources to accelerate any ongoing activity or incoming business case.

Term – refers to the term of this Agreement.

User Support – refers to first (1st) line support provided by the Btwentyfour Service Desk in relation to the Btwentyfour platform.

2. THE SERVICES

2.1. Business Service Packages

The Btwentyfour platform allows electronic exchange of information between account holders, which services (each a "Service") are offered to the account holders in bundled packages (each such Services bundle a "Business Service Package") based on the account holder's choice and annual order and invoice values from time to time.

Whilst order form sets out Btwentyfour's Business Service Package portfolio (including available Added Value Services and Hourly Rate Services), the order form defines the Business Service Package specifically agreed and provided to the Account Holder, including any agreed Added Value Services.

2.2. Annual Order Value, Annual Invoice Value, and agreed Business Service Package

The Account Holder is eligible for the Business Service Package corresponding to the Account Holder's estimated AOV (as default, however the Parties may agree on using the Account Holder's estimated AIV as an alternative to the AOV) for the coming twelve (12) months; provided, however, that the Account Holder may always opt for a Business Service Package based on a higher AOV (or AIV, as applicable) than the Account Holder's estimated AOV (or AIV, as applicable).

The Parties will jointly – and repeatedly on a semi-annual basis during the Term – verify the Account Holder's actual AOV (or AIV, as applicable) each time for the preceding twelve (12) month period. If, at any such verification, it is established that the Account Holder's AOV (or AIV, as applicable) for the past twelve (12) months has exceeded the threshold for a higher level Business Service Package than the Business Service Package to which the Account Holder subscribes, the Account Holder will automatically and forthwith be transferred to such higher level Business Service Package (with the corresponding Service portfolio and fees as of the date of upgrade). The foregoing shall also apply should the first verification of actual AOV (or AIV, as applicable) (i.e., after the first six (6) months of the Initial Term) indicate that the estimated AOV (or AIV, as

applicable) for the first twelve (12) months of the Initial Term should be adjusted so as to exceed the threshold of a higher-level Business Service Package than the one subscribed for.

The Business Service Package applicable to the Account Holder from time to time is hereinafter referred to as the "agreed Business Service Package". Any changes to the agreed Business Service Package shall be documented by the Parties in the order form.

2.3. Account Holder aligned affiliated entities

It is acknowledged that the Account Holder may hold an underlying structure of franchise, member stores, and other affiliated entities. Any such affiliated entity, over which the Account Holder has control, or which is under common control with the Account Holder, and which affiliated entity is fully aligned with a general information flow via the Account Holder itself (with no individual deviations whatsoever) is hereinafter referred to as an "**Aligned Affiliate**".

For purposes of choice and eligibility for Business Service Packages, it is agreed that the Account Holder is, in applicable cases, entitled to choose whether (i) all such Aligned Affiliates shall be considered as one single entity under and including the Account Holder (in other words, the AOV for the Account Holder shall include the aggregate of all AOV's of all Aligned Affiliates), or (ii) whether also each Aligned Affiliate shall constitute a separate account holder (and thus apply separate AOV's for purposes of the Business Service Package thresholds and, also, each store entering into its own separate Btwentyfour Service Agreement).

Any Aligned Affiliate to be included in the 'Account Holder' for purposes hereof shall be defined and detailed in order form.

In this connection, it is acknowledged that regardless of the Account Holder's choice of (i) or (ii) in the foregoing, each franchise and member store will, for technical purposes/reasons, still need to hold a separate and individual GLN for identification.

2.4. Access

Upon execution of this Agreement, the Account Holder will obtain a User ID and a password (collectively "**Access Data**") for access to the Services included in the agreed Business Service Package.

The Account Holder undertakes to handle the Access Data with due care, as the Parties' joint Confidential Information, storing the Access Data in a manner that prevents access by any unauthorized third party.

Unless otherwise agreed, an account holder will not have access to data relating to other account holders. Therefore, unless otherwise agreed, the Account Holder will only be given access to such part of the Btwentyfour platform which is designed for the Account Holder's Data.

2.5. User rights

Subject to the Account Holder's compliance with the terms of this Agreement and due payment of applicable fees, Btwentyfour hereby grants the Account Holder a world-wide, time-limited, non-exclusive, non-transferable and non-sublicensable right to use, and to allow its authorized representatives to use (on the Account Holder's behalf only), the Services in the agreed Business Service Package for the Term, in the Account Holder's own business operations, only.

2.6. Btwentyfour's Service obligations

Against the Account Holder's due payment of applicable fees, Btwentyfour will provide the following in the context of the Account Holder's access to and use of the relevant Services:

- a) as of the Effective Date, access to the Btwentyfour platform at the Access Point in accordance with the terms of this Agreement, and performance of the Services in the agreed Business Service Package; and
- b) maintain and develop the Btwentyfour platform and uphold a Service Desk, covering User Support and Support in accordance with the relevant Business Service Package, including relevant tools of administration and maintenance; and
- c) electronically exchange business data on behalf of the Account Holder, as per the agreed Business Service Package and in accordance with the documentation and specifications set out in the Btwentyfour Integration Guidelines (<https://biq.btventyfour.com/>); and
- d) provide agreed User Support and Support as follows:
 - (i) fix errors in the Btwentyfour platform,
 - (ii) User Support and Support via email (support@btventyfour.com) or phone (+46 18 106030) on week days (Monday to Friday) between 08.00 - 12.00 hrs CET and 13.00-17.00 hrs CET ("**Service Hours**") (emails received outside of Service Hours will be collected, however no action can be guaranteed until the commencement of the next Service Hours),
 - (iii) when applicable, extended Service Desk functions/services and additional resources outside Service Hours, as separately agreed with the Account Holder, and
 - (iv) deviation in the regular Service Hours, such as Public holidays, will be shared through the Btwentyfour website www.btventyfour.com.

- e) Notwithstanding anything to the contrary, Btwentyfour may make changes to the Btwentyfour platform, individual Services, or the method of providing these, without prior notification to the Account Holder, provided such changes are not to the detriment of the Account Holder to any extent greater than what is deemed as insignificant.
- f) Btwentyfour may make changes to the Btwentyfour platform, individual Services, or the method of providing these, other than those covered by e) above, on condition of prior written notice to the Account Holder at least three (3) months in advance.
- g) Btwentyfour may, notwithstanding anything to the contrary and even if it would be of inconvenience to the Account Holder, implement updates to the Btwentyfour platform or individual Services in order to protect the Btwentyfour platform, the relevant Service, or for security-related purposes. Likewise, if the provision of the Btwentyfour platform or a particular Service would result in a risk of more than insignificant damage to Btwentyfour or another account holder, Btwentyfour may block or restrict the Account Holder's access to the Btwentyfour platform or such Service. The Account Holder shall be informed as soon as possible if access is restricted or blocked.
- h) Unless otherwise follows from any applicable service level agreement, Btwentyfour may carry out unplanned measures that affect the availability of the Btwentyfour platform or a Service if required for technical, maintenance, operational, or security reasons. Btwentyfour will perform such measure promptly and in a manner that limits disruption and will, if technically possible, inform the Account Holder within a reasonable time before any such action is taken.
- i) For clarity, it is explicitly noted that it is at all times the responsibility of the Account Holder to provide any and all relevant information and data, from time to time, for the integration of any of its Business Relations with the Btwentyfour platform (as well as in relation to the Account Holder's own receipt and use of any information or data forwarded to it by the relevant Business Partner via the Btwentyfour platform).

2.7. Service Desk

Btwentyfour's Service Desk is available as per the agreed Business Service Package. The Service Desk components include the following.

- a) User Support
 - (i) User Support refers to first (1st) line Btwentyfour platform support. User Support covers guidance of handling, advisory and presentation of solutions, via phone or email.
 - (ii) User Support does not cover any support that requires physical efforts; it only covers advisory, verbal guidance of handling and presentation of solutions, conveyed via phone or email.
 - (iii) All User Support issues, meaning occasions when the Account Holder specifically requests assistance from the Btwentyfour User Support team, will be charged by the hour (half hour minimum) in accordance with the then-current price list (Hourly Rate Services – User Support); provided, however, that no such hourly charge will apply for account holders with an agreed Business Service Package which includes User Support.
- b) Support
 - (i) Support refers to second (2nd) line Btwentyfour platform support. Support covers troubleshooting, problem resolution, and error recovery.
 - (ii) Support covers assistance, troubleshooting, problem resolution, and error recovery on behalf of the Account Holder that involves physical efforts beyond User Support.
 - (iii) All Support issues, meaning occasions when the Account Holder specifically requests assistance from the Btwentyfour Support team, will be charged by the hour (half hour minimum) in accordance with the then-current price list (Hourly Rate Services – Support); provided, however, that no such hourly charge will apply for account holders with an agreed Business Service Package which includes Support.

2.8. Certain limitations; changes to the Services

- (i) When providing Services to the Account Holder hereunder, Btwentyfour shall not be responsible for the Account Holder's own applications, software, integration software modules, or hardware. In cases where User Support or Support has been provided for reasons relating to components not included in the relevant Services, Btwentyfour shall be entitled to compensation at an hourly rate (half hour minimum) in accordance with the then-current price list (Hourly Rate Services – Support/Integration/Conversion).
- (ii) from current Business Relations, including any integration, upgrading, or adaptation requests by the Account Holder, will be charged by the hour (half hour minimum) in accordance with the
- (iii) Any Service provision by Btwentyfour to the Account Holder relating to changed requirements from current Business Relations, including any integration, upgrading, or adaptation requests by the Account Holder, will be charged by the hour (half hour minimum) in

accordance with the Any User Support or Support further to deviations by the Account Holder from agreed file formats or further to the Account Holder changing or requesting to change file format, software configuration changes (ERP), or similar, shall be compensated by the hour (half hour minimum) in accordance with the then-current price list (Hour Rate Services – Support/Integration/Conversion).

(iii) Btwentyfour shall, for Services without BMDB User Support, not be responsible for storing the physical input files for individual Message Types (handled via the Btwentyfour platform) for longer time spans than listed below; provided, however, that the following terms for data storage shall only apply unless otherwise required by the relevant data controller due to applicable mandatory personal privacy legislation.

Message types related to the Master Data process:

- a) Published files – for eighteen (18) months after the physical file has been confirmed as received/uploaded via the Access Point of the Btwentyfour platform.
- b) Unpublished files (drafts) – for thirty (30) calendar days after the physical input file has been confirmed as received/uploaded via the Access Point of the Btwentyfour platform.

Message types related to the Order Management process:

- a) Published files – for eighteen (18) months after the physical file has been confirmed as received/uploaded via the Access Point of the Btwentyfour platform.
- b) Unpublished files (drafts) – for thirty (30) calendar days after the physical input file has been confirmed as received/uploaded via the Access Point of the Btwentyfour platform.

Message types related to the Delivery, Sales and Inventory process:

- a) Published files – for eighteen (18) months after the physical file has been confirmed as received/uploaded via the Access Point of the Btwentyfour platform.
- b) Unpublished files (drafts) – for thirty (30) calendar days after the physical input file has been confirmed as received/uploaded via the Access Point of the Btwentyfour platform.

Message types related to the Finance/Invoicing process:

- a) Published files – for eighteen (18) months after the physical file has been confirmed as received/uploaded via the Access Point of the Btwentyfour platform.
- b) Unpublished files (drafts) – for thirty (30) calendar days after the physical input file has been confirmed as received/uploaded via the Access Point of the Btwentyfour platform.

(iv) Btwentyfour shall, for Services with BMDB User Support, be responsible for storing the physical input files for individual Message Types that are handled via the [BMDB](#), according to the following, provided, however, that the following terms for data storage shall only apply unless otherwise required by the relevant data controller due to applicable mandatory personal privacy legislation.

Message types related to the Master Data process:

- a) Published files/data – for eighteen (18) months after the data has been confirmed as received/uploaded/processed via the Access Point of the Btwentyfour platform.
- b) Unpublished files/data – for six (6) months after the data has been confirmed as received/uploaded/processed via the Access Point of the Btwentyfour platform.

Message types related to the Order Management process:

- a) Published files/data – for eighteen (18) months after the data has been confirmed as received/uploaded/processed via the Access Point of the Btwentyfour platform.
- b) Unpublished files/data – for six (6) months after the data has been confirmed as received/uploaded/processed via the Access point of the Btwentyfour platform.

Message types related to the Delivery, Sales and Inventory process:

- a) Published files/data – for eighteen (18) months after the

data has been confirmed as received/uploaded/processed via the Access Point of the Btwentyfour platform.

b) Unpublished files/data – for six (6) months after the data has been confirmed as received/uploaded/processed via the Access Point of the Btwentyfour platform.

Message types related to the Finance/Invoicing process:

a) Published files/data – for eighteen (18) months after the data has been confirmed as received/uploaded/processed via the Access Point of the Btwentyfour platform.

b) Unpublished files/data – for six (6) months after the data has been confirmed as received/uploaded/processed via the Access Point of the Btwentyfour platform.

(v) Any remarks concerning errors or inadequate handling relating to any Message Type file uploaded to the Btwentyfour platform shall be reported by the Account Holder to the Service Desk (support@btwentyfour.com). For Services with BMDB support, such report shall be made no later than ten (10) days, and for Services without BMDB support, no later than twenty (20) days, after the physical input file has been confirmed received to the Btwentyfour platform, failure of which shall mean that Btwentyfour shall have no responsibility or liability with respect to the error or inadequate handling in cause.

2.9. Communication protocol

All information between the Parties will be exchanged via a standardized TCP/IP network using the chosen communication protocol (included in all Business Service Packages).

2.10. Complementary Service information

If required, complementary Service information will be provided in a separate order form.

2.11. The Btwentyfour platform is available between 00.00 - 24.00 hrs during the Term, except for planned downtime. Any planned time for maintenance will preferably be scheduled to weekdays between 03.00 – 07.00 hrs Central European Time (CET). Btwentyfour is responsible to timely notify the Account Holder of any planned downtime.

2.12. For the avoidance of doubt, Btwentyfour shall not be responsible for any failure if such failure was caused by any of the following circumstances and provided that the said circumstance was not directly attributable to Btwentyfour:

- a. faults due to the Account Holder's applications, software, integration software, integration modules, or hardware, or the Account Holder's Data,
- b. circumstances outside Btwentyfour's area of responsibility, such as failure of communications or other products or services from third parties (such as the Azure Services) for which Btwentyfour has not specifically taken responsibility, criminal acts by third parties, such as ransomware attacks, hacking, virus or other security interference, provided that Btwentyfour has implemented security measures in accordance with any agreed requirements or, in the absence of such requirements, in accordance with professional standards, or any circumstance referred to as force majeure or a corresponding limitation of liability in this Agreement, or
- c. any other circumstances that are beyond the reasonable control of Btwentyfour in relation to Service availability.

2.13. Btwentyfour does not warrant that the Btwentyfour platform or any Service is error-free. Btwentyfour is always entitled to correct errors in a Service and shall promptly notify the Account Holder of any remedial work and expected downtime. Btwentyfour shall use commercially reasonable efforts to remedy any errors or other defects, or deficiencies reported to it by the Account Holder. Errors shall be remedied either through corrections or through instructions on how to work around the error. Correction of errors shall be remedied through patches or updates and implemented in later versions.

2.14. The remedies available pursuant to Sections 2.6 – 2.13 shall be the Account Holder's sole remedy in relation to errors or system failures in the Btwentyfour platform, including in any Service.