



MEDIUS REFERRAL PARTNERSHIP AGREEMENT

This Medius Referral Partnership Agreement ("**Agreement**") is entered into between You and Medius Software Inc, located at 12 E 49th St FL 11, New York, NY 10017, USA ("**Medius**") and takes effect as set forth in Section 1 below.

1. This Agreement was last updated on March 15, 2022. **AGREEMENT SUBJECT TO APPROVAL.**

This Agreement is effective upon notification in writing (via e-mail) of Medius's acceptance of Your application for participation in the Medius Referral Program ("**Approval**"). The effective date of this Agreement shall be the date of such Approval notification ("**Effective Date**"). Medius may reject or decline to accept Your application for any or no reason at its sole discretion.

2. SCOPE

2.1. Role of Referral Partner. If Medius approves Your application, You may market and promote the Commissionable Products and refer sales leads to Medius for the Commissionable Products during the term and in accordance with the terms and conditions of this Agreement. "**Commissionable Product(s)**" means the products listed as Commissionable Products on the Referral Partner Program page of Medius' website, as updated from time to time in Medius' sole discretion, or as specified by Medius in writing.

2.2. Limitations on Activities. Your Activities under this Agreement shall be limited as follows:

2.2.1. You shall conduct all of the activities in Your name and in accordance with the highest business standards, acting dutifully, in good faith and in a manner that reflects positively upon the business and reputation of Medius and that is not in any way deemed contrary to applicable laws on unfair marketing, bribes or that is in any other way deemed illegal or inappropriate. You shall refrain from any act which would or might reflect adversely upon the products and/or services or the business, integrity, good name or goodwill of Medius. In particular You undertake not to include in, link to or associate with marketing materials any content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Medius's sole discretion. You agree not to send unsolicited electronic messages to multiple unrelated recipients ("spamming") in order to promote Medius and its products and/or services, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities performed under this Agreement.

2.2.2. You shall not be, or purport to be, authorized to legally represent Medius or to conduct negotiations on behalf of Medius. Under no circumstances are You authorized to distribute the Commissionable Products (or any other products and/or services Medius may offer currently or at any time in the future) for resale. You shall not make any representation or

warranty concerning the Commissionable Products. You shall not have the authority to make any commitments or agreements or incur any liabilities whatsoever on behalf of Medius or register this Agreement under local registered agency law nor shall Medius be liable for any acts, omissions to act, contracts, commitments, promises or representations made by You.

2.2.3. No license is granted under this Agreement to use or access any Medius' products, any of Medius's proprietary technologies embodied therein, or any data, information or other content provided thereby.

2.3. Nonexclusive Referral Agreement. Each party acknowledges that this Agreement does not create an exclusive agreement between the parties. Each party shall have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties. Notwithstanding the foregoing, once You establish a Commissionable Lead (as defined in Section 4) with Medius, You will not refer such Commissionable Lead to a competitor of Medius which offers a product or service that is similar or competing with any current or publicly announced Medius offering.

3. REFERRALS

3.1. Submission of Leads. You shall identify, register, and provide relevant commercial conditions relating to an opportunity to provide the Commissionable Product to a prospective end client ("**Proposed Lead**") in a Medius Lead Form ("**MLF**"), which is a standard form generated by Medius (and available online via a link provided to You by Medius), or via some other method at Medius's option. Proposed Leads cannot be located in any country to which United States, European or Australian law, rule or regulation prohibits the sale of goods and services, as such list of countries may be updated from time-to-time ("**Excluded Country**"). At Medius's request in connection with the Proposed Lead, You agree to (a) supply any additional information reasonably requested by Medius, (b) discuss each completed MLF in reasonable detail with Medius, and (c) assist Medius in making contact with the Proposed Lead by taking reasonable measures to facilitate an introduction, meeting, conference call or other means of communication with the Proposed Lead. For the avoidance of doubt, projects offered by public sector entities are not eligible for participation in the referral program contemplated as a Proposed Lead, and are not eligible for any payment of commissions or any other referral fees under this Agreement.

3.2. Acceptance of Leads. Following Your submission of a MLF, Medius shall review the MLF to determine whether to accept the Proposed Lead as commissionable or reject the Proposed Lead pursuant to this Section and will provide You with a written (including e-mail) notification of its acceptance or rejection of a Proposed Lead ("**Referral Confirmation**"). Medius reserves the right to change its acceptance or rejection of an MLF at any time if it learns of new or different information relating to the Proposed Lead than what You submitted in the MLF and for subsequent noncompliance with the terms of this Agreement. Medius will be under no obligation to accept any MLF and may reject or decline to accept a MLF for any or no reason at its sole discretion, including, without limitation, because:

3.2.1. the Proposed Lead was an existing customer of Medius's at the time of submission of the MLF;

- 3.2.2. Medius was already involved in preliminary or advanced discussions relating to the subscription of services to the Proposed Lead at the time of submission of the MLF;
- 3.2.3. a MLF (or similar document) has previously been submitted to Medius by You or any third party with respect to the Proposed Lead;
- 3.2.4. the Proposed Lead (a) does not meet Medius's credit requirements, (b) is directly or indirectly located in an Excluded Country or involved in a business or industry that in Medius's sole discretion may not comply with applicable laws, (c) is on a list of restricted or prohibited parties issued by the government of the United States or any other jurisdiction;
or
- 3.2.5. at the time of Your submission of the MLF, Medius has a lead already recorded in Medius's system of record.

3.3. Pursuit of Leads by Medius. The method of contacting and following up with Proposed Leads will be determined in Medius's sole discretion; *provided, however*, that You shall actively support Medius in the sales process with Proposed Leads when requested by Medius. Medius shall have sole discretion to refuse to offer any products to any third party without liability to You.

3.4. A Proposed Lead shall remain a Proposed Lead until the earlier of: (i) the Proposed Lead declines to work with You or decides to work with a different partner; (ii) the Proposed Lead declines to work with Medius; (iii) You withdraw the applicable MLF; (iv) Medius learns of new or different information relating to the Proposed Lead than what You submitted in the MLF and revokes its acceptance of such MLF; or (v) one year after acceptance of such MLF, except that such acceptance shall renew for additional three month periods if a proposal has been submitted to the Proposed Lead and such proposal is still pending.

4. COMMISSIONS

4.1. Commissionable Leads. A Proposed Lead qualifies as commissionable ("**Commissionable Lead**") only if:

4.1.1. You have submitted an MLF for the Proposed Lead in accordance with Section 3.1; and

4.1.2. Medius has accepted the Proposed Lead as a Commissionable Lead (i.e., not rejected the Proposed Lead as set forth in Section 3.2, or otherwise).

4.2. Commissionable Period Subject to Your compliance with all terms and conditions of this Agreement, Medius will pay You commissions in respect of a Commissionable Lead, for a period of one (1) year from Your submission of the MLF of such Commissionable Lead "**Commissionable Period**". "**Lead Referral Revenue**" means any payments actually received by Medius from a Commissionable Lead for the first year's subscription fees under a subscription agreement or other ordering document between Medius and the Commissionable Lead entered into during the Commissionable Period for the Commissionable Lead's first order of a Commissionable Product, minus any taxes, subsequently credited charges, write-offs, refunds or charge backs. For the avoidance of doubt, Lead Referral Revenue does not include any amounts received for follow-up orders, additional sales, renewals, or for products or services that are not Commissionable Products at the approval of the Commissionable Lead, such as professional services, support services, training services or third party software products purchased by a Commissionable Lead,

nor does it include amounts that are owed by the Commissionable Lead but have not actually been received by Medius.

4.3. Commissions and Payment. Subject to Your compliance with all terms and conditions of this Agreement, Medius will pay You commissions equal to ten percent (10%) of the Lead Referral Revenue. Commission payments (less any applicable withholding taxes or other levies) will be payable on the last day of the month following the month in which Medius receives payment of the Lead Referral Revenue.

4.4. Reports. Within thirty (30) days after the end of each calendar quarter during which You have submitted five (5) or more Commissionable Leads, Medius will issue quarterly reports to You by mail, e-mail or through an online system, which will show the Lead Referral Revenue generated by each Commissionable Lead and the commission amounts earned by You as a result. Each report shall be deemed final and accepted by You unless Medius receives a detailed written objection within thirty (30) days of Your receipt of Medius's report.

4.5. Modifications. Medius may modify the MLF submission process and the percentage amounts and conditions relating to commissions upon thirty (30) calendar days written notice. Such changes will only affect MLF's submitted after such thirty (30) day period.

4.6. Commissions After Termination. Except in the event of termination of this Agreement for breach by You, Medius will continue to pay You commissions in accordance with this Section 4 on Lead Referral Revenue received during the Commissionable Period for Commissionable Leads accepted prior to termination of this Agreement, and Medius will continue to issue reports in accordance with Section 4.4 through such time.

4.7. No Other Payments. Except as expressly provided in this Section, You are not entitled to any fees, reimbursements or other payments. You shall promptly upon Medius' request refund to Medius any overpayments (e.g., commissions on Lead Referral Revenue that was reduced due to returns by the Commissionable Lead).

5. TERM AND TERMINATION

5.1. Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect unless terminated as provided herein.

5.2. Termination for Convenience. Either party may terminate this Agreement for any or no reason upon giving thirty (30) days written notice to the other party.

5.3. Termination for Breach or Insolvency Without prejudice to any remedy it may have against the other Party for breach or non-performance under this Agreement, either Party shall have the right to terminate the Contract with immediate effect:

5.3.1. if the other Party should commit or permit a remediable breach or non-performance of material importance to the other Party and should fail to remedy such breach or non-

performance within thirty (30) days after receipt of written notice;

5.3.2. if the other Party should commit or permit a non-remediable or non-performance of material importance to the other Party; or

5.3.3. if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganization proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.

5.4. Effect of Termination. Upon termination of this Agreement for any reason, You shall immediately cease the marketing and promotion of the Commissionable Products and the use of all Medius brochures, literature, documentation and other materials within Your control and shall return such materials to Medius within ten (10) business days. Except as provided in Section 4.6, You shall have no rights or claims against Medius in connection with termination, expiration or non-renewal of this Agreement; in particular, without any limitation, You hereby irrevocably waive any rights to severance or compensation for lost opportunities or investments to the maximum extent permissible under applicable law.

6. INDEMNIFICATION

6.1. You will defend and indemnify Medius and its affiliates, and their respective employees, officers and directors (the "**Indemnified Parties**") from and against any and all claims, demands, liabilities, costs, losses, damages and expenses (including but not limited to, reasonable attorneys' fees) (collectively, "Losses") brought by any third party against an Indemnified Party which arise out of or result from any act, default, misrepresentation or any omission on Your part (including, without limitation, negligence and breach of this Agreement), or any of Your agents, employees or representatives, directly or indirectly relating to this Agreement, including without limitation any claims relating to allegations, actions or proceedings for breach of contract or warranty, regulatory or other legal claims, claims for bodily injury (including death) and damage to property.

7. LIMITATION OF LIABILITY

7.1. MEDIUS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE DATA, OR DATA USE. MEDIUS' AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL BE LIMITED TO FIVE THOUSAND US DOLLARS (\$5,000). We shall have no liability to You in respect of any default unless You shall have served written notice of the same upon Us within thirty (30) days after the date You became aware or should have become aware of the circumstances giving rise to the default.

8. CONFIDENTIALITY

8.1. Each Party undertakes to keep confidential all information (written or oral) of a confidential nature regarding the business and affairs of the other Party which have been obtained or received prior to this

Agreement or which the Party will obtain or receive during the term of this Agreement, save for information which is:

- 8.1.1.** already in its possession without restrictions as to use or disclosure other than as a result of a breach of this Section 8;
- 8.1.2.** or becomes a part of the public domain through no act or omission of the other Party;
- 8.1.3.** is lawfully received from a third party without restrictions as to use or disclosure; or
- 8.1.4.** required by a court of law or other competent authority (including, but not limited to public authorities, competent stock exchanges, where applicable).

8.2. Each Party shall take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Section 8 by its employees, agents and subcontractors. Each Party shall, however, have the right to announce the entering into of this Agreement (and any other agreements in connection therewith) by issuing press releases, on websites or any other means. This Section 8 shall survive expiry or termination of this Agreement for a period of five (5) years.

9. INTELLECTUAL PROPERTY RIGHTS AND OTHER PROPRIETARY RIGHTS

9.1. All intellectual property and other proprietary rights and information in and to the Commissionable Products are and shall remain Medius' property or (where applicable) Medius' suppliers', affiliates' or third party licensors'. Nothing in this Agreement shall be interpreted as an assignment or any intellectual property or other proprietary rights of either Party. Except as expressly granted herein, neither Party grants to the other Party any rights to any of its intellectual property rights and in no event will such grant be implied.

9.2. For the duration of this Agreement, each Party grants to the other Party a limited, non-exclusive, royalty free right to use the trademarks, name and logo ("Marks") of the other Party, solely as is necessary to perform the marketing and promotional tasks authorized in this Agreement and in accordance with any guidelines provided by the other Party. All other use of the other Party's Marks requires such Party's prior written approval. For the sake of clarity, after termination or expiration of this Agreement, a Party's right to use the other Party's Marks shall cease.

10. FORCE MAJEURE

10.1. A Party is exempted from liability if and to the extent it is prevented from performing its obligations due to circumstances that are outside the Party's reasonable control, including but not limited to, fire, flood, other natural disasters, war, labor strike, interruption of transit, terrorist acts, accidents, civil commotion, acts of any governmental authority and other events outside the Party's reasonable control. As soon as such circumstances have ceased, the Party relieved of its obligations shall be obliged to resume its undertakings under this Agreement. A Party shall promptly notify the other Party in writing in order to be released under this provision. If the circumstances continue for more than three (3) months, either Party may terminate this Agreement upon written notice to the other Party. In such case no Party shall have any liability to the other Party.

11. DISPUTES AND GOVERNING LAW

11.1. This Agreement and its appendices shall be governed and interpreted in accordance with the internal laws of the State of New York, without regard to its principles of conflict of laws.

11.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be resolved in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association ("AAA") in effect on the date of the initial request by the claiming Party, that gave rise to the dispute to be arbitrated (as such rules are modified by the terms of this agreement or may be further modified by mutual agreement of the Parties). There shall be one sole arbitrator agreed to by the Parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The seat of arbitration shall be New York, NY, and the language to be used in the arbitral proceedings shall be English. To the extent practicable, the arbitration shall commence within thirty (30) days of the designation of the arbitrator. The decision of the arbitrator shall be final and binding upon the Parties. The final award shall award to the prevailing Party its reasonable attorneys' fees and costs incurred in connection with the arbitration to the extent the arbitrator deems the Party to have prevailed, and may grant such other, further and different relief as authorized by a court of law or the rules of the AAA. Judgment upon any decision of the arbitrator may be entered into in any court in the United States having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision in an order of enforcement. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF IT WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both Parties, unless to protect or pursue a legal right.

12. GENERAL PROVISIONS

12.1. Severability If any of the provisions of the Agreement is held to be void or invalid and declared as such pursuant to a law, regulation or following a final decision by a competent court, said provision shall be deemed unwritten, without altering the validity of the other provisions, and shall be replaced by a valid provision of equivalent effect, which the Parties agree to negotiate in good faith.

12.2. Non-waiver The failure by either Party not to avail itself at any given time of any provision of the Agreement cannot be considered as a waiver of the benefit of this provision, or the right to avail itself of said provision subsequently and/or seek compensation for any breach of this provision.

12.3. Amendments Any amendment to this Agreement shall be subject to a written addendum to be submitted for the prior approval of both Parties.

12.4. Assignment You may not assign or transfer in any way Your rights and obligations arising from the Agreement without the prior written consent of Medius. Medius may assign or transfer this Agreement.

12.5. Notices Any notice to Medius under this Agreement shall be addressed to: Medius Software , Inc., 12 E 49th St FL11, New York, NY 10017, USA, Attention: General Counsel, Legal Department. Notices to You shall be provided by Medius via mail, fax or e-mail (to the address or number You provided when You submitted Your application for participation in the Medius Referral Program). Either Party may change its address for receiving notice by written notice given to the other Party. The notices shall be deemed to have been given upon: (a) the date actually delivered in person; (b) the day after the date sent by overnight courier; (c) three business days following the date such notice was mailed by first class registered or certified mail; or (d) four (4) hours from the time of the confirmed receipt of email or if sent outside business hours at the commencement of the next business day.