Master Cloud Subscription Agreement

THIS AGREEMENT GOVERNS YOUR SUBSCRIPTION AND USE OF OUR CLOUD SERVICE AND ANY ASSOCIATED PRODUCTS. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

This Agreement was last updated on March 1st, 2016. It is effective between You and Us as of the date of You accepting this Agreement.

1 Definitions

1.1 **"Agreement"** means this Master Cloud Subscription agreement and all associated Order Forms.

"Availability" means the time ratio when the Cloud Service is running without operational interruptions. The Availability is calculated according to the following formula:

$$\text{Availability} (\%) = \frac{SL - DT}{SL} * 100$$

SL = Cloud Service Level

DT= Downtime

We measure Availability on a fiscal quarter basis.

"Business Hours" means Monday through Friday, 8-17 CET for Cloud Service provisioned from the European Union Area and 8-19 EST for Cloud Service provisioned from the North American Area, with the exception of local public holidays and December 24-26th, December 31st, January 1st, Good Friday and Easter Monday.

"Change Request" means the addition, modification or removal of part of the Cloud Service or any, if applicable, Locally Installed Components

"Cloud Service" – the subscribed service components as stated in associated Order Forms

"Cloud Service Level" means 24 hours a day, from Monday 0.00 EET to Friday 23.59 WET, for Cloud Service provided from the European Union Area and from Monday 0.00 ET to Friday 23.59 PT, for Cloud Service provided from the North American Area.

"Data" means (i) Customer specific configuration of the Cloud Service, (ii) transaction data, and files (invoice images and appendices)

"Documentation" means the documentation covering functionality, performance and use associated to the Cloud Service.

"Downtime (DT)" means the period of time within the Cloud Service Level that the Cloud Service is not operational. The Downtime is calculated, within the Cloud Service Level, from the moment in time where the failure has been reported by You until the service has become available. Downtime shall not include:

- Interruptions due to problems in Your own systems.
- Interruptions that fall under Force majeure.
- Interruptions initiated by You.
- Interruptions due to network availability or bandwidth limitations outside of Our network and the networks of our third party providers.

"Incident" means any deviation from the standard operation of the Cloud Service or any Locally Installed Components and which causes, or may cause, an interruption to, or a reduction in, the quality of the Cloud Service.

"Locally Installed Components" means any Software that is required to install at Your premises for the Cloud Service. This includes, but is not limited to, software for integration and capture of invoice information.

"Order form" means an ordering document specifying the services/products to be provided hereunder that is entered into between You and Us.

"Party"/"Parties" means You and Us.

"Response Time" means the time between when We have received a report from You indicating an Incident and when We respond back to You that an Incident has been identified, case ID number created, priority level assessed and initial problem description documented.

"Support Event" means a request from You to Us to handle an Incident, Service request or Change request.

"Service Request" means a request to to provide You with a service.

"Ordered Third Party Product/Service" means a product or service provided by Us under an Order form that is developed and owned by a third party.

"We"/"Us"/"Ours" means the Medius company described in Section 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You"/"Your"/"Yours" means the company or other legal entity for which you are accepting this Agreement, and affiliates of that company or entity.

2 Provision of Cloud Service

2.1 **Availability**. The Cloud Service consistently operates at 99.8 % Availability 24/7. We shall provide the Cloud Service with Availability on or exceeding 99%. Availability Reports can be requested by submitting a Service Request to Service Center.

If We fail to meet 99 % Availability, You will, as your sole remedy, be entitled to a service credit equal to two percentage points (2%) of the total fee for the affected quarter for each percentage the Availability is below 99 %. The maximum service credit is twenty percentage points (20%) of a quarterly fee equivalent.

In order to receive service credits, You must submit a written request to finance@medius-group.com within thirty (30) days after the end of the fiscal quarter in which We failed to meet 99 % Availability.

In the event of any overdue invoices under this Agreement when an event under Section 2.1 occurs, service credits will not be issued until all due invoices have been paid.

2.2 **Tenants.** We shall provide You with one (1) production tenant and one (1) QA tenant, unless You have subscribed for extra tenants as stated in separate Order Form.

The 99 % Availability is only applicable to production tenants (i.e. not test, QA, training or other non-production tenants).

2.3 **Updates**. We may, with reasonable prior notification to You, make updates or other changes to the Cloud Service which may not cause more than minor inconvenience.

2.4 **Scheduled and Unscheduled Maintenance**. Regularly scheduled maintenance time does not count as Downtime. Maintenance time is regularly scheduled if it is communicated at least 48 hours in advance of the maintenance time. Regularly scheduled maintenance time is typically communicated at least a week in advance and will be scheduled to occur outside Business Hours. We may in our sole discretion take the Cloud Service down for unscheduled maintenance and in that event We will attempt to notify You in advance. Such unscheduled maintenance will be counted as Downtime.

2.5 **Protection of Data.** Medius' infrastructure is operated in Microsoft Azure data centers.

a) Configuration data and transaction data is backed up every 5 minutes. Replication of backups from the primary datacenter to a geographically separated datacenter happens at least every 1 hour. Backups are stored at least 14 days allowing for point in time restore during this period. Weekly backups are stored at least 1 year and can be used for restoring the backup data with 1 week resolution.

b) Updates to file data, e.g. invoices, attachments, are replicated from the primary datacenter to a secondary datacenter. This replication typically happen within 15 minutes. The file data is backed every 6th hour allowing the recreation of historic file data.

2.6 **Data retrieval.** If the Agreement expires or terminates, We shall upon request provide You with the Data in zip-format

at Your cost. If You require the Data in another format, We undertake to investigate the possibilities to perform such export. We undertake to store the Data one month after the Agreement's expiration or termination or until any requested transferal of Data has been performed.

3 Provision of Support

3.1 We shall provide You with support in relation to provided Cloud Services and/or products according to any associated Order Form unless otherwise stated.

We shall classify any incoming Support Event as Incident, Service Request or Change Request. The handling of Incidents, not clearly caused by You and unless stated otherwise in this Agreement, are included in the Cloud Service and is accordingly free of charge. Any Service Request or Change Request, unless included in any Support Plan, will be charged to You.

3.2 Incidents are classified by Us according to the below definitions.

CATEGORY	DESCRIPTION
Critical Incidents	The Cloud Service has significantly reduced functionality or performance; which is critical to Your business and no work around is available.
Urgent Incidents	The Cloud Service has significantly reduced functionality or performance and there is no acceptable work around available.
Inconvenient Incidents	The Cloud Service has reduced functionality or performance which are not Urgent Incidents.
Minor Incidents and Remarks	Minor defects or remarks from You suggesting changes in the Cloud Service in order to improve usability, to correct insignificant faults (i.e. minor faults not significantly affecting the daily use of the Cloud Service).

3.3 We undertake to adhere to the below target Response Times for any Incident reported by You associated with, by You accepted functionality, in the production tenant(s).

CATEGORY	DESCRIPTION
Critical Incidents	6h
Urgent Incidents	10h
Inconvenient Incidents	24h
Minor Incidents and Remarks	N/A

3.4 The target Response Times are measured during Business Hours from receipt of Your report according to Section 4.6.

3.5 Unless otherwise agreed in separate Support Plan You shall be entitled to one (1) Support Event (maximum 2 hours per event) per month without additional charge. You can not accumulate the entitled Support Events from one month to the next. Support Events related to Incidents not caused by You or any circumstances on Your side, will not be charged or deducted from the free Support Event.

3.6 We shall, after having made reasonable efforts to resolve an Incident, have the right to cancel or delay handling of an Incident if:

    a) the Cloud Service has not been correctly used, in conflict with the instructions, oral or written, from Us;

    b) the Incident cannot be reproduced by Us;

    c) the Incident is caused by circumstances beyond Our responsibility or reasonable influence or control. Such circumstance may include, but is not limited to providing, corrections to Ordered Third Party Product /Service;

    d) the Incident has not been reported in accordance with Section 4.6.

4 Your Obligations

4.1 You shall provide Us with necessary information and documentation reasonably requested in order for Us to fulfill Our obligations. Should Our obligations be affected by any third party products or services rendered by a third party to You, You are responsible to retain the information and documentation as requested by Us.

4.2 You shall ensure that Your employees used for the co-operation with Us has appropriate competence and training for assigned tasks in order for Us to receive the requested information and/or documentation.

4.3 You shall name the persons in your organization with the appropriate power of authority to

    a) issue Service Requests and/or Change Requests request; and

    b) approve any changes to Your configuration as a consequence of resolving an Incident.

4.4 If the Cloud Service is dependent on any Locally Installed Components You are obliged to:

    a) provide the necessary infrastructure stated in the Technical Requirements available at http://www.mediusflow.com/legal/agreements/mf_tr_cloud.html

    b) provide Us with remote access capabilities, via VPN or corresponding technology, to the Locally Installed Components.

If either a) or b) is not fulfilled, (i) any Downtime will not be included in the calculation of Availability, (ii) Response Times will not start to be measured until fulfilled and (iii) any additional costs associated with a) and/or b) to fulfill any request by You will be charged.

4.5 You shall notify Us of Incidents without undue delay following detection of such Incident. Such notification shall be made in accordance with Section 4.6.

4.6 When reporting an Incident You shall, where applicable, provide Us with the following information in English;

    a) the name of the person reporting the Incident,

    b) a short description of the Incident and how it is manifested,

    c) how the Incident can be reproduced or verified,

    d) in what situations the Incident occurs,

    e) the type of device used (PC, smart phone etc.),

    f) the effects of the Incident, and

    g) any other relevant information (screen-prints, logs etc.)

5 Payments

5.1 All fees and prices stated in this Agreement and Order Forms are exclusive of Value Added Tax (VAT), carriage costs, customs, duties and other similar taxes and expenses.

5.2 Without prejudice to any other rights or remedies that We may have, We reserve the right to;

    a) charge You interest in respect of late payments of any sum due under this Agreement at the rate of 8 percentage points (8%) per year from the due payment date until full payment has been made; and

    b) forthwith suspend the Cloud Service if and when You have not fully paid all debts due to Us.

6 Confidentiality

6.1 Each Party undertake 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:

    a) already in its possession without restrictions as to use or disclosure other than as a result of a breach of this Section 6;

    b) in the public domain other than as a result of a breach of this Section 6;

    c) is lawfully received from a third party without restrictions as to use or disclosure; or

    d) required by a court of law or other competent authority (including, but not limited to public authorities, competent stock exchanges, where applicable).

6.2 Each Party shall take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Section 6 by employees, agents and subcontractors. Each Party shall however have the right to announce the entering into this Agreement (and any other agreements in connection therewith) by issuing press releases, on homepages or any other means. The other Party shall be given opportunity to give its approval to the wording of such announcement. This Section 6 shall survive expiry or termination of the Agreement for a period of five (5) years.

7 Limitation of Liability

7.1 We accept liability under this Agreement only to the extent stated in this Section 7.

7.2 The sole remedy regarding Availability is separately stipulated in Section 2.1.

7.3 Without prejudice to Section 7.2 above, Our liability to You in contract or tort (including negligence) in relation to this Agreement and any associated statement of work shall be limited to an amount corresponding to the fees paid by You for the provision of services under this Agreement, or such statement of work, during the twelve month period preceding the incident which caused the liability.

7.4 Neither Party will in any event be liable under this Agreement or the termination thereof for any loss of profits,

loss of revenues, loss of use, loss of anticipated savings or indirect or consequential damages of any kind.

7.5 We shall have no liability to You in respect of any default unless You shall have served written notice of the same upon Us without undue delay after the date You became aware or should have become aware of the circumstances giving rise to the default.

7.6 **Force Majeure.** Neither Party shall be responsible or liable in any way for failure, delay or omission carrying out the terms of this Agreement resulting from any cause or circumstance beyond its reasonable control, including, but not limited to, fire, flood, other natural disasters, war, labor strike, interruption of transit, terrorist acts, accidents, civil commotion, and acts of any governmental authority, provided, that the Party so affected shall give prompt notice thereof to the other.

No such failure, delay or omission shall terminate this Agreement, and each Party shall complete its obligations hereunder as promptly as reasonably practicable following cessation of the cause or circumstance of such failure or delay, provided, however, that if any of the above conditions continues to exist for more than three (3) months after the date of any notice given with regard thereto, either Party may terminate this Agreement forthwith upon written notice to the other Party. In such case no Party shall have any liability to the other Party.

8   Term & Termination

8.1 Agreement term. This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

8.2 Automatic renewal. Unless the Agreement is terminated three (3) months prior to the end of each Agreement term, the Agreement term shall be automatically renewed by an additional twelve (12) months period.

We reserve the right to increase the per month pricing during any renewal term by up to 5% above the applicable pricing in the prior term, unless We provide You notice of different pricing at least sixty (60) days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal.

8.3 This Agreement may be terminated with immediate effect;

a)   by either Party if the other Party is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets;

b)   by either Party if the other Party's performance is substantially prevented for more than nighty (90) days as a consequence of Force Majeure pursuant to Section 7.6 above; or

c)   by Us if You fail to pay on the due dates the Cloud Service subscription fees or any other fees or charges

in this Agreements and such failure to pay has not been remedied within 30 days of a written request to remedy the same.

8.4 If this Agreement is terminated, each Party shall immediately return to the other Party all goods, documents and other items received from the other Party.

8.5 Without prejudice to any other rights or remedies that We may have, if this Agreement is terminated (irrespective of the reason therefore), We shall always be entitled to charge You for work performed and costs incurred up to the date of termination.

8.6 Any termination of this Agreement pursuant to this Section 8 shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

9   Assignment and sub-contracting

9.1 We shall have the right to assign this Agreement to any company in the Medius Group. Further, We shall be entitled to assign Our right to receive payment under this Agreement or any part thereof to any third party.

9.2 We shall also to be entitled to sub-contract a third party, including Our partners, for performing Our obligations under this Agreement. Any such sub-contracting shall not diminish Our liability under this Agreement.

10   Terms of Use

10.1 Subject to the terms and conditions of this Agreement and the due payment of all applicable subscription fees, We grant You a limited, non-exclusive and non-transferable right to use the Cloud Service (and for any Locally Installed Components the right to install), including any printed documentation or documentation files published by Us and accompanying the Cloud Service or any Locally Installed Component.

For any Locally Installed Component You may have one (1) production environment and one (1) or more test environments of the Locally Installed Component.

10.2 The right to use the Cloud Service is limited to the subscribed annual invoice volume and the subscribed number of legal entities as defined by any associated Order Form.

In the event the subscribed volume of invoices or number of legal entities is exceeded You are obliged to extend Your right of use by purchasing applicable Extensions package(s). Such extended right of use and any associated fees shall be effective immediately and for the remainder of the term of this Agreement.

10.3 The right to use the Cloud Service and any Locally Installed Component is limited to internal purposes only. Any use of the Cloud Service by any third party or for providing services to any third party, unless permitted in this Agreement or

associated partner reseller agreements entered into between Us and certified MediusFlow partners, is strictly forbidden and is a breach of this Agreement.

10.4 You must protect any Locally Installed Components and associated Documentation in a manner consistent with Our rights expressed in this Agreement. You may not sublicense, loan, transfer, or distribute any Locally Installed Components to a third party or create derivative works based on any part thereof. You may not attempt to

a) reverse engineer, decompile, disassemble, translate, or adapt the Cloud Service or any Locally Installed Component, or

b) create the source code from the object code of any Locally Installed Component, unless to the extent explicitly permitted by applicable mandatory law.

10.5 We may, at any time during Your normal business hours and upon reasonable advance notice, conduct an audit at Your premises to ascertain if Your use of the Locally Installed Components is in compliance with the provisions of this Agreement. You shall reasonably assist Us in the conduct of such audit and shall grant Us reasonable access to the Your premises and computer equipment for that purpose. In the event that such audit reveals any use of the Locally Installed Components by You other than in compliance with this Agreement and/or any other agreement between Us and You, You shall reimburse Us for all reasonable costs and expenses related to such audit in addition to any additional fees owed to Us as a result of such non-compliance and We may then also terminate this Agreement.

10.6 The Cloud Service, Documentation and any Locally Installed Components and the intellectual property rights associated therewith are and will remain at all times the sole and exclusive property of Us and any third party providers and You have no right, title or interest thereof, except as expressly set forth in this Agreement. This Agreement does not grant You any rights in the trademarks or service marks which remain the exclusive property of Ours and any third party providers. You may not alter or remove trademarks, service marks, copyright notices or other markings from the Cloud Service, Documentation, Locally Installed Components or their associated packaging. Upon Our request, You agree, at Our expense, to take such actions as We may reasonably request to perfect Our ownership in the Cloud Service, Documentation and Locally Installed Components.

10.7 We shall pay those costs and direct damages finally awarded against You in connection with any claim by a third party that the Cloud Service, Documentation or any Locally Installed Component directly infringes any copyright or misappropriates any trade secret recognized as such under applicable law (or those costs and damages agreed to by Us in a written monetary settlement) and the reasonable costs of defense incurred by You in connection therewith, including reasonable attorneys' fees and court costs, provided that:

a) You provide Us with prompt written notice of any such action or claim;

b) You will permit Us to assume and control the defense and settlement of any such action or claim, at Our expense;

c) You will not prejudice the defense of the action or claim nor will You make any admission as to liability nor compromise or agree to any settlement of any such action or claim without the prior written consent of Us; and

d) You will provide Us with such assistance, documents, authority and information as We may reasonably require in relation to the action or claim and defense or settlement thereof.

Notwithstanding the foregoing, We shall have no liability to You for any claim that:

a) arises out of any unauthorized use, reproduction, or distribution of the Cloud Service, Documentation or any Locally Installed Component;

b) arises out of any modification or alteration of the Cloud Service, Documentation or any Locally Installed Component by anyone other than Us;

c) arises out of the use of the Cloud Service or any Locally Installed Component in combination with any other software or equipment not approved in writing by Us; or

d) would have been avoided by use of the then-current Version of any Locally Installed Component or if You had followed Our reasonable written instructions.

In addition, if the Cloud Service, Documentation or any Locally Installed Component becomes, or in Our opinion is likely to become, the subject of an infringement or misappropriation claim, We may, at Our own expense and option, elect to either:

a) procure the right for You to continue using the the Cloud Service, Documentation or any Locally Installed Component in accordance with the provisions of this Agreement;

b) make such alterations, modifications or adjustments to the Cloud Service, Documentation or any Locally Installed Component so that it becomes non-infringing without incurring a material diminution in performance or function;

c) replace the Cloud Service, Documentation or any Locally Installed Component with a non-infringing substantially similar substitute; or

d) if neither (a), (b) nor (c) can be achieved after the exercise of commercially reasonable efforts, terminate this right of use and refund to You: (i) all amounts paid by You to Us as fees with respect to the affected part of the Cloud Service, Documentation or any Locally Installed Component.

If We modify or replace the Cloud Service, Documentation or any Locally Installed Component, You shall have the same rights in respect thereof as You would have had under this Agreement.

This Section 10.7 states Our entire liability, and Your sole remedies, for any infringement or alleged infringement of third-party intellectual property rights in relation to the Cloud Service, Documentation or any Locally Installed Component.

11 Dispute and Arbitration

11.1 The Parties agree to, in accordance with the best of their abilities, put all efforts forward to resolve any possible

disputes through deliberations. Neither Party shall take legal actions before first having invited the opposing party to deliberate regarding the matter at hand.

12 With Whom You Are Contracting, Notices, Governing Law and Arbitration

12.1 General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any claim or dispute arising out of or in connection with this Agreement, and how such claim or dispute should be resolved, depend on where You are domiciled.

If You're domiciled in:	You are contracting with:	Notices should be addressed to:	The Governing law, without regard to its principles of conflict of laws, is:	Any claim or dispute shall be resolved by arbitration according to the following clause:
Sweden	Medius Sweden AB Platensgatan 8 S-582 20 Linköping Sweden	Medius Sweden AB Platensgatan 8 SE-582 20 Linköping Sweden Email: finance@medius-group.com	Swedish law	Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute"). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the amount in dispute (including any counterclaims) exceeds SEK 1,000,000. Where the amount in dispute exceeds SEK 1,000,000, the Arbitration Rules of the SCC Institute shall apply. The arbitration tribunal shall however under all circumstances be composed of a sole arbitrator. The place of the arbitration shall be Stockholm, Sweden, and the language in the proceedings shall be English.
Norway	Medius AS Rådhusgata 23 NO-0158 Oslo Norway	Medius AS Rådhusgata 23 NO-0158 Oslo Norway Email: finance@medius-group.com	Norwegian law	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Oslo, Norway. The language to be used in the arbitral proceedings shall be English.
Denmark	Medius Aps Delta Park 46 DK-2655 Vallenbæk Denmark	Medius Aps Delta Park 46 DK-2655 Vallenbæk Denmark Email: finance@medius-group.com	Danish law	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English.
Netherlands, Belgium, France	Medius Business Process Software B.V. Parade 18 5211 KL's Hertogenbosc The Netherlands	Medius Business Process Software B.V. Parade 18 5211 KL's Hertogenbosc The Netherlands Email: finance@medius-group.com	Dutch law	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Hague, Netherlands. The language to be used in the arbitral proceedings shall be English.
USA, Canada	Medius Software Inc. 14 E 44th St FL 5 New York, NY 10017 USA	Medius Software Inc. 14 E 44th St FL 5 New York, NY 10017 USA Email: finance@medius-group.com	Law of the State of New York	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be New York, USA. The language to be used in the arbitral proceedings shall be English.
Rest of the World	Medius International AB Platensgatan 8 S-582 20 Linköping Sweden	Medius International AB Platensgatan 8 SE-582 20 Linköping Sweden Email: finance@medius-group.com	French law	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Paris, France. The language to be used in the arbitral proceedings shall be English.

13   Miscellaneous

13.1   This Agreement with appendices constitutes the Parties full regulation of all matters discussed in this Agreement. All and any possible written and/or oral undertakings and promises preceding this Agreement are replaced by this Agreement. Changes and/or additions to this Agreement shall be made in writing and signed by both Parties.

13.2   In the event any part of this Agreement is found invalid this shall not mean this Agreement as a whole is found invalid. In case the invalidity significantly affects any Parties' received benefit or performance according to the Agreement fair and reasonable adjustments to this Agreement shall be made.

13.3   Each Party undertakes to carry out all measures under the applicable data protection legislation, in connection with any processing of personal data carried out by Us. In particular, without limitation, You shall procure the necessary consents from registered persons who are Your employees or otherwise registered by You or at Your request and provide any prescribed information to such persons.

13.4   Notices to be given under this Agreement shall be in writing and shall be delivered by hand or sent by first class post or e-mail (such e-mail notice to be confirmed by letter posted within 3 days) to the address or to the e-mail address of the other Party set out above. Any notice shall be deemed to have been received when delivered by hand at the time of delivery, when sent by post on the date on which it would be received in the normal course of posting and when sent by e-mail when the proper answer back confirmation is received by the sender.

Changes of postal address, e-mail address or telephone shall be notified to the other Party.