

MediusFlow Business Partner Terms & Conditions

THIS AGREEMENT GOVERNS YOUR PARTICIPATION IN OUR PARTNER PROGRAM. BY EXECUTING AN MEDIUSFLOW BUSINESS PARTNER ENROLLMENT FORM YOU AGREE TO THE TERMS OF THIS AGREEMENT.

This Agreement was last updated on April 1st, 2016. It is effective between You and Us as of the Enrollment Date.

1 Definitions

1.1 **“Agreement”** means this Business Partner Terms & Conditions and associated Enrollment Forms.

“Cloud Service” – the subscribed service components as stated in associated Order Forms per End Client.

“Commission Level” – means the Commission Level as stated in the associated Enrollment Form, for which this Agreement is valid.

“End Client”/“End Clients” means the legal entity/entities that You resell the right to use the Cloud Service to.

“Enrollment Date” means the effective date of enrollment in the partner program as stated in the Enrollment Form.

“Enrollment Form” means a MediusFlow Business Partner Enrollment Form.

“MediusFlow Global Pricelist” means the Global Pricelist for MediusFlow defined by Medius.

“Order form” means an ordering document specifying the services/products to be provided for each End Client by Us to the End Client.

“Party”/“Parties” means You and Us.

“Referral Fee” means the commission You are entitled to in the event of You providing Us with a qualified referral lead.

“Support plan/s” – means any separate Support Plans subscribed to in the Order Form.

“Target Segments” means the market segments, as stated in the associated Enrollment Form, for which this Agreement is valid.

““We”/“Us”/“Ours” means the Medius company described in Section 14 (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 Scope of partnership

Cloud Service provider. We are the provider of the Cloud Service as purchased by each End Client from Us.

Business partner. You will actively market the Cloud Service and associated professional services to End Clients in the Target Segments.

Professional services. We will provide professional services to the End Client(s).

End Client support. We are responsible for supporting the End Client.

3 Collaboration and responsibilities

3.1 **Sales knowledge.** Your sales representatives must be capable of delivering the value proposition of the Cloud Service and its interface, advantages and high-level functionality.

3.2 **Order process.** Any agreements associated with the Cloud Service or any professional services provided by Us must be approved by Us, in writing, prior to them becoming legally binding for each End Client. We shall provide You with any draft Order Forms or final Order Forms including relevant associated documents, including but not limited to, “Master Cloud Subscription Agreement”, “Professional Services Agreement”, “Product Specific Terms”, “Statement of Work” and “Technical Requirements”. The Order form governs Our delivery to the End Client with the associated terms and shall state you as Business Partner.

3.3 **Marketing.** Both Parties agree to actively promote each other. This includes but is not limited to communicating the other Party as a trusted partner on their web site.

3.4 **Support.** We shall provide support for the Cloud Service towards each End Client as stated in each Order Form and associated agreements.

4 Referrals

4.1 **Qualified referral lead.** For any referral lead not within the Target Segments You may be entitled to a Referral Fee under the following conditions:

- The lead is converted into an order of the Cloud Service.
- The lead is judged as qualified by Us.
- You are the first partner to refer the lead.

4.2 **Referral payment.** If You are entitled to a Referral Fee according to section 4.1 You will receive payment when We have received the first annual subscription fee from the converted lead.

5 Partner commission

5.1 **Business partner commission.** You shall be entitled to commission for each Order Form stating you as the Business Partner up to the Commission Level.

To calculate the commission the following formula shall apply:

$$\text{Commission} = (\text{commission base} - \text{direct external costs}) \times \text{Commission Level}$$

Where

- Direct external costs includes any direct costs for Us associated with any Third Party Software/Services under the Qualified business Order Form.
- Commission base is Our subscription revenue for the Cloud Service during the agreed term in the Qualified business partner Order Form excluding any subscriptions for associated Support Plans.

5.2 **End client pricing** is governed by the then current MediusFlow Global Pricelist. Any deviations requires prior written approval by Us.

5.3 **Payment of commission.** We shall upon having processed an Order Form stating you as the Business Partner issue a statement containing the commission you are entitled to and an associated invoice plan corresponding to the End Client invoice plan. You are entitled to send Us invoices according to the invoice plan.

6 Enrollment and partner program

6.1 **Enrollment.** Enrollment in the partner program is effective from the Enrollment Date.

6.2 **Partner obligations and benefits.** From the Enrollment Date You agree to the obligations and benefits as set forth in the, at the time of enrollment, current partner program.

6.3 **Renewal.** Unless the Agreement is terminated three (3) months prior to the end of each Agreement term, the Agreement will be renewed for an additional twelve (12) months, with obligations and benefits as set forth in the, at the time of renewal, current partner program.

6.4 **Partner program fees.** Enrollment in the partner program is dependent on Your payment of associated partner fees.

7 Payments

7.1 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.

7.2 Payment term is thirty (30) days net.

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

8 Confidentiality

8.1 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 8;
- b) in the public domain other than as a result of a breach of this Section 8;
- 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).

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 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 8 shall survive expiry or termination of the Agreement for a period of five (5) years.

9 Limitation of Liability

9.1 We accept liability under this Agreement only to the extent stated in this Section 9.

9.2 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.

9.3 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.

9.4 **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.

10 Term & Termination

- 10.1 **Agreement term.** This Agreement commences on the Enrollment date and continues until it has been terminated.
- 10.2 **Termination for convenience.** Subject to Section 10.3 below, both Parties may terminate this Agreement for convenience upon ninety (90) days written notice to the other Party.
- 10.3 **Effect of termination.** Upon termination of this Agreement. You shall cease to be a participant in the partner program. If We terminate for convenience You shall be entitled to a pro-rata portion of any pre-paid partner fees for the remainder of the Agreement term. Termination of this Agreement does not relieve Us nor You for any obligations under any Order forms.
- 10.4 This Agreement may be terminated with immediate effect;
- 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;
 - by either Party if the other Party's performance is substantially prevented for more than ninety (90) days as a consequence of Force Majeure pursuant to Section 9.4 above; or
 - 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.
- 10.5 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.
- 10.6 Any termination of this Agreement pursuant to this Section 10 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.

11 Assignment and sub-contracting

- 11.1 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.
- 11.2 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.

12 Dispute and Arbitration

- 12.1 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.

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.

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

14.1 **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 Sverige 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 Hertogenbosch The Netherlands	Medius Business Process Software B.V. Parade 18 5211 KL's Hertogenbosch 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.

14.2 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.