

# MediusFlow Professional Services Agreement

THIS MEDIUSFLOW PROFESSIONAL SERVICES AGREEMENT GOVERNS YOUR PURCHASE OF PROFESSIONAL SERVICES. BY EXECUTING A STATEMENT OF WORK (SOW) OR ORDER FORM THAT REFERENCES THIS MEDIUSFLOW PROFESSIONAL SERVICES AGREEMENT, YOU ACCEPT THIS MEDIUSFLOW PROFESSIONAL SERVICES AGREEMENT AND AGREE TO BE BOUND BY THE TERMS SET OUT HEREIN.

This MediusFlow Professional Services Agreement was last updated on March 15, 2017. It is effective between You and Us as of the date of Your acceptance thereof.

## 1 Definitions

**“Activity”** means an activity under a Statement of Work, an Order Form, a project plan or a Change Order.

**“Agreement”** means this MediusFlow Professional Services and the associated Order Form and any Statements of Work, including any Change Orders.

**“Change Order”** means a mutually agreed, in writing, change to the underlying Statement of Work or Order Form.

**“Cloud Service”** – means any online, web-based services made available by Us to You under a separate agreement.

**“Deliverable/Deliverables”** means a deliverable defined in a Statement of Work or Order Form.

**“Integration”** means the process and tools that enable the Cloud Service to exchange data with external systems.

**“Locally Installed Components”** means any software that is required to be installed 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.

**“Professional Services”** means the Activities and Deliverables to be provided by Us.

**“Statement of Work”** or **“SOW”** means a written statement of work specifying the Professional Services to be provided hereunder. Where Professional Services in any SOW are described in a general or summary manner, such Professional Services shall be deemed to include not only the Professional Services described but also those that are inherent or necessary for Our proper execution of the Professional Services.

**“We”/“Us”/“Ours”** means the Medius company with which You have executed an Order Form or SOW.

**“You”/“Your”/“Yours”** means the company or other legal entity for which you are entering into this Agreement.

## 2 Professional Services

2.1 **Scope.** We shall provide to You the Professional Services as specified in each Order Form or SOW (as applicable), subject to Your payment of all applicable fees as set forth in Section 6 of this Agreement.

2.2 **Relationship to Cloud Service.** This Agreement is limited to Professional Services and does not convey any right to use the Cloud Service. Any use of the Cloud Service by You will be governed by a separate agreement. You agree that Your purchase of Professional Services is not contingent (a) on the delivery of any future Cloud Service functionality or features, other than Deliverables, subject to the terms of the applicable SOW or Order Form, or (b) on any oral or written public comments by Us regarding future Cloud Service functionality or features.

## 3 Delivery and Acceptance

3.1 **Delivery.** We will provide to You the Professional Services in accordance with this Agreement and the associated SOWs and Order Forms. The **“Actual Delivery Date”** for a Deliverable is the day the Deliverable (i) is accepted by You according to Section 3.2, or (ii) the Deliverable satisfies the agreed-upon acceptance criteria. Deviations which are insignificant for the intended use of the Deliverable (**“Minor Deviations”**) shall not affect the determination of the Actual Delivery Date and the Deliverable shall be regarded as having met the acceptance criteria even with the existence of Minor Deviations.

3.2 **Acceptance.** Upon completion of each Deliverable under an SOW or Order Form, We will, as applicable: (a) submit a complete copy to You; and (b) at Your request, demonstrate its functionality to You. You are responsible for reviewing and testing the Deliverable in accordance with the SOW or Order Form pursuant to the acceptance criteria or test plans mutually agreed upon in writing by the Parties for such Deliverable. You shall provide Us with written notification of acceptance for each Deliverable promptly upon acceptance. Failure to reject a Deliverable, as set forth below, will be deemed as an acceptance by You.

If any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the Parties for such Deliverable, You must so notify Us in writing within ten (10) business days after Our submission of the Deliverable,

specifying any defects in the Deliverable (with the exception of Minor Deviations), failure of which will constitute Your acceptance thereof. We will use commercially reasonable efforts to correct any defects and deficiencies (with the exception of Minor Deviations) at Our cost and expense, and resubmit the Deliverable to You as soon as practicable. You shall thereafter perform an additional review and test of the Deliverable against the agreed-upon acceptance criteria in accordance with the procedure described in this Section 3.2. The Deliverable shall in any event be deemed accepted if You continue to use a Deliverable in Your business after the review and testing period.

If the Parties jointly determine that a Deliverable's functional requirements specified in an SOW or Order Form require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised requirements in accordance with Section 4.

**3.3 Delay of delivery.** Delays in delivery occur when the date of the Actual Delivery Date occurs after the Agreed Delivery Date. The "**Agreed Delivery Date**" is the delivery date for the Deliverable agreed between the Parties in (as applicable):

- a) Change Order and/or
- b) Project plan and/or
- c) Statement Of Work and/or
- d) Order Forms

If either Party is in delay, the Parties shall jointly negotiate in good faith a new Agreed Delivery Date.

If a delay lasts more than four (4) months, the Party not responsible for the delay may terminate this Agreement and the MediusFlow Master Cloud Subscription Agreement. The right to termination set out in this Section 3.3 is only applicable in respect of delays in performance of Professional Services related to the initial production deployment of the Cloud Service and not for any other Professional Services.

If it becomes known to either Party that a delay will occur or seems to likely to occur, such Party shall without delay notify the other Party thereof, stating the reason for the delay and, as far as possible, the time when it is anticipated that delivery or receipt of delivery can take place.

Where the Professional Services are to be delivered in stages (phases) or as separate deliveries, the Actual Delivery Date shall be determined for each stage or delivery.

**3.4 Cancellation policy.** You may cancel or reschedule a previously planned Activity up to ten (10) days prior to the scheduled start date. If the Activity is cancelled or rescheduled by You within five (5) days we will make commercially reasonable efforts to reallocate our work and together with you reschedule the Activity. For the situation where we're not able to reallocate our work we will charge the full price for the planned Activity and You have the choice to 1) not schedule the Activity again or 2) schedule the Activity at a new date which is then charged at full price in addition to the cancelled Activity.

## 4 Change orders

Changes to an SOW or Order Form will require a written Change Order signed by the Parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

## 5 Cooperation

5.1 For each SOW or Order Form referencing this Agreement You shall assign a project lead being Our primary contact.

5.2 You shall provide Us with necessary information and documentation reasonably requested in order for Us to fulfill Our obligations hereunder.

5.3 You shall ensure that the personnel used by You for the cooperation with Us has appropriate competence and training for assigned tasks and the necessary power of authority in order for Us to receive the requested information and/or documentation.

5.4 If any services by a third party vendor contracted by You are necessary for the execution of Activities or Deliverables, You shall manage and coordinate them at Your own cost.

5.5 Our obligations in relation to Deliverables are conditional on You providing us with remote access capabilities, via VPN or corresponding technology, to Your infrastructure in a timely fashion, in particular in the presence of Locally Installed Components.

5.6 If applicable, You are responsible for ensuring the existence of and Our access to test environments of Your systems, including but not limited to, Your financial system or ERP system.

## 6 Fees and Payments

6.1 All fees and prices stated in this Agreement are exclusive of taxes, carriage costs, customs, duties and other similar taxes and expenses. Hourly rates, fixed prices and maximum prices exclude cost for travel time, travel costs, accommodation and similar costs and You shall reimburse Us for reasonable travel, accommodation and similar costs incurred in connection with Professional Services.

6.2 Payment term is thirty (30) days net.

6.3 In the event of late payment by You, where such late payment is not subject to a good faith dispute, We shall, without prejudice to any other rights or remedies that We may have, be entitled to late payment interest at the rate of eight (8) percent per annum ("**Late Fees**"). We shall further be entitled to discontinue the performance of Our obligations and suspend all Professional Services and outstanding Deliverables or Activities in the event You have not paid an outstanding invoice not subject to a good faith dispute within thirty (30) days from when it was due, provided that We have sent You a written reminder thereof until all due and outstanding invoices have been paid. If an arbitration award provides that You are obliged to pay the disputed invoices, We shall also be entitled to receive the Late Fees in respect of the previously disputed fees.

- 6.4 Additional terms and conditions in respect of fees, invoicing and payment are set out in the applicable SOW or Order Form.
- ## 7 Assignment and subcontracting
- 7.1 Neither Party shall be entitled to assign or transfer all or any of its rights, benefits or obligations under this Agreement, without the prior written consent of the other Party, except that We may (i) transfer and assign this Agreement to a Medius affiliate and/or (ii) transfer and assign Our right to receive payment under this Agreement or any part thereof to any third party.
- 7.2 We may use subcontractors for performance of Our obligations under this Agreement, provided that any such subcontracting shall not diminish Our liability under this Agreement.
- ## 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:
- already in its possession without restrictions as to use or disclosure other than as a result of a breach of this Section 8;
  - or becomes a part of the public domain through no act or omission of the other Party;
  - lawfully received from a third party without restrictions as to use or disclosure; or
  - 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 homepages or any other means. This Section 8 shall survive expiry or termination of this Agreement for a period of five (5) years.
- ## 9 License
- 9.1 All ownership rights, intellectual property rights and other proprietary rights relating to the Professional Services belong to Us. This Agreement does not entail any assignment of any intellectual property to You. You do not grant Us any right in or to Your intellectual property except such licenses as may be required for Us to provide You with the Professional Services.
- 9.2 Subject to the terms and conditions of this Agreement and the due payment of all applicable fees, We grant You a perpetual, non-exclusive, worldwide, non-transferable license to use and maintain any Deliverable under associated SOWs or Order Forms.
- 9.3 The rights granted under Section 9.2 are limited to Your internal purposes only. Any use of the Deliverables by any third party or for providing services to any third party is strictly prohibited. Notwithstanding the aforesaid, the Deliverables may be used by Your subsidiaries and affiliates (“**Your Affiliates**”) for their internal purposes. You acknowledge and agree that we shall have no liability whatsoever towards Your Affiliates under this Agreement and that You have the full responsibility to ensure that any of Your Affiliates comply with the terms of this Agreement when using the Deliverables. Notwithstanding the limitation of liability set out in Section 12, You agree to indemnify, defend and hold Us harmless against any claim arising out of Your breach of this Section 9.
- ## 10 Indemnification
- Each Party (“**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party, the other Party’s affiliates, and their directors, officers, employees and agents (each an “**Indemnified Party**”) for all losses, damages, injuries, costs and expenses (including without limitation court costs and reasonable attorneys’ fees) from all third party claims incurred by the Indemnified Party arising out of (i) the death or bodily injury of any agent, employee or business invitee of the Indemnified Party, (ii) the damage, loss or destruction of any tangible property of the Indemnified Party, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, arising out of or related to this Agreement, or (iii) any material breach of the obligations of either Party set forth in this Agreement.
- ## 11 Intellectual Property Indemnification
- 11.1 Notwithstanding the limitation of liability set out in Section 12.2, We shall pay those direct costs and direct damages finally awarded against You in connection with any claim by a third party that any Deliverable directly infringes such third party’s intellectual property rights (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:
- You promptly notify Us in writing, no later than thirty (30) days after You receive notice of the claim (or sooner if required by applicable law);
  - You will give Us sole control of the defense and any settlement negotiations (at Our sole cost and expense and provided that We shall not settle any action without Your consent, unless such settlement provides for the unconditional release of You from all liabilities and obligations);
  - 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
  - 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 any Deliverable;
- b) arises out of any modification or alteration of any Deliverable by anyone other than Us; or
- c) is based on any information, design, specification, instruction, software, service, data, hardware or material not furnished by Us.

If any Deliverable 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 Deliverable in accordance with the provisions of this Agreement;
- b) make such alterations, modifications or adjustments to the Deliverable so that it becomes non-infringing without incurring a material diminution in performance or function;
- c) replace the Deliverable 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 the right of use and refund to You any unused, prepaid fees with respect to the affected part of the Deliverable.

This Section 11 states Our entire liability, and Your sole remedies, for any infringement or alleged infringement of third-party intellectual property rights in relation to any Deliverables.

## 12 Limitation of Liability

- 12.1 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.
- 12.2 Our aggregate liability for all damages arising out of or related to this Agreement, whether in contract or tort, or otherwise, shall be limited to the total fees actually paid by You for the provision of services under this Agreement, or such Statement of Work, Order Form or Change Order, during the twelve (12) month period preceding the event giving rise to such liability. Notwithstanding anything to the contrary, Our limitations of liability under this Section 12.2 shall not apply to (a) Our indemnification obligations under Section 11, or (b) Our gross negligence or willful misconduct.
- 12.3 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.

## 13 Force Majeure

- 13.1 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 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.

## 14 Term and Termination

This Agreement shall enter into force upon execution of the first Order Form and/or SOW and shall continue in force until terminated pursuant to this Section 14 or any specific termination rights set out in this Agreement. To the extent there are SOWs or Order Forms in effect when a Party terminates this Agreement, such SOWs or Order Forms shall continue to be governed by this Agreement as if it had not been terminated.

- 14.1 Either Party shall have the right to immediately terminate this Agreement if (i) the other Party has committed a material breach of this Agreement, and has not rectified the same within thirty (30) days after receipt of written notice from the non-breaching Party specifying the breach, or (ii) the other Party becomes 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.
- 14.2 Upon termination of this Agreement, each Party shall immediately return to the other Party all goods, documents and other items received from the other Party.
- 14.3 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.
- 14.4 Any termination of this Agreement shall not affect (i) any accrued liabilities and rights of the Parties prior to such termination, and (ii) any provision of this Agreement that is expressed to survive its expiration or termination.

## 15 Deliberation

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 other Party to deliberate regarding the matter at hand.

## 16 Notices, Governing Law and Arbitration

**General.** This Agreement shall be governed by the respective laws as set out below in this Section **Error! Reference source not found.**, which also sets out how claims or disputes arising out of or in connection with this Agreement shall be handled. If you are contracting with a Medius group company that is not referred to in the table below, the notice information, governing law and dispute resolution procedures applicable for Medius Sweden AB shall apply.

If 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:
Medius Aps Delta Park 46 DK-2655 Vallenbæk Denmark	Medius Aps Delta Park 46 DK-2655 Vallenbæk Denmark Email: <a href="mailto:finance@medius-group.com">finance@medius-group.com</a>	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.
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: <a href="mailto:finance@medius-group.com">finance@medius-group.com</a>	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.
Medius AS Rådhusgata 23 NO-0158 Oslo Norway	Medius AS Rådhusgata 23 NO-0158 Oslo Norway Email: <a href="mailto:finance@medius-group.com">finance@medius-group.com</a>	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.
Medius Sweden AB Platensgatan 8 S-582 20 Linköping Sweden	Medius Sweden AB Platensgatan 8 SE-582 20 Linköping Sweden Email: <a href="mailto:finance@medius-group.com">finance@medius-group.com</a>	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.
Medius Global AB Platensgatan 8 S-582 20 Linköping Sweden	Medius Global AB Platensgatan 8 SE-582 20 Linköping Sweden Email: <a href="mailto:finance@medius-group.com">finance@medius-group.com</a>	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.
Medius Software Inc. 12 E 49th St FL 11 New York, NY 10017 USA	Medius Software Inc. 12 E 49th St FL 11 New York, NY 10017 USA Email: <a href="mailto:finance@medius-group.com">finance@medius-group.com</a>	Internal laws of the State of New York	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). The arbitral tribunal shall be composed of three arbitrators, and the arbitrators shall consider the dispute at issue in New York, NY, to the extent practicable within thirty (30) days of the designation of the arbitrators. The decision of the arbitrators 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 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.

## 17 Export

Export laws and regulations of the United States of America and any other relevant local export laws and regulations apply to the Professional Services performed by Us under this Agreement. You agree that such export laws govern Your use of the Professional Services and any Deliverables, and You agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from the Professional Services will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws, including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. In addition, each Party represents that it is not named on any U.S. government denied-party list. Neither Party will access or use any Deliverable or Confidential Information provided to it under this Agreement in a U.S.-embargoed country.

## 18 Processing of Personal Data

- 18.1 As part of the performance of its obligations under this Agreement, We may process data, which directly or indirectly relates to a physical person (personal data) on Your behalf. All terms related to processing of personal data in this Section shall have the meaning ascribed to them in the EU Directive 95/46/EC as amended, extended or replaced from time to time.
- 18.2 To the extent we will process personal data on Your behalf, We will be considered a data processor and You will be considered the data controller. All personal data will be processed only in accordance with (i) Your written reasonable and lawful instructions (provided that such instructions shall not prevent or hinder Us from performing Our express obligations under this Agreement, and (ii) the provisions of this Agreement. We shall assist You with request for access from data subjects to the personal data processed by Us.
- 18.3 You shall ensure that the personal data that You supply or disclose to Us has been obtained fairly and lawfully and that You will obtain all necessary approvals from persons whose personal data is being processed and registrations with authorities (as applicable) to permit You to transfer the personal data to Us.
- 18.4 We may engage sub-processors for the processing of personal data provided that We enter into a written agreement with such sub-processors that states that it must adhere to obligations no less stringent than as set out in this Section. We will be liable in all respect for the obligations performed by sub-processors to the same extent as if such obligations were performed by Us.
- 18.5 We confirm that We have taken appropriate technical and organizational measures in accordance with applicable data protection legislation to safeguard the personal data being processed.

18.6 In conjunction with termination of this Agreement, We shall return all data which contain personal data to You in accordance with what is set out in this Agreement.

18.7 You may not provide Us access to health data or similarly sensitive personal data that impose specific data security obligations for the processing of such data unless specifically agreed between the Parties in writing.

## 19 Miscellaneous

- 19.1 The Parties agree that this Agreement, including information which is incorporated into this Agreement by written reference (such as reference to information contained in a URL) 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.
- 19.2 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.
- 19.3 You and We are contractors independent of one another. Nothing in this Agreement is intended to or shall constitute either Party as an agent, legal representative, partner, joint venture, franchise, employee or servant of the other Party for any purpose. Neither Party shall make any contract, commitment, warranty, or representation on behalf of the other Party, or incur any debt or other obligations in the other Party’s name, or act in any manner which has the effect of making that Party the apparent agent of the other, and neither Party shall assume liability for, or be deemed liable hereunder as a result of, any such action by the other Party. Neither Party shall be liable by reason of any act or omission of the other Party in the conduct of its business or for any resulting claim or judgment.
- 19.4 This Agreement shall not be construed more or less strictly against either Party as a result of its participation or not in its preparation or drafting.
- 19.5 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.