

MediusGo Partner Terms & Conditions for Lead and Referral partners

THESE MEDIUSGO PARTNER TERMS & CONDITIONS GOVERN YOUR PARTICIPATION IN OUR LEAD OR REFERRAL PARTNER PROGRAM. BY EXECUTING AN ENROLLMENT FORM THAT REFERENCES THESE MEDIUSGO PARTNER TERMS & CONDITIONS, YOU AGREE TO BE BOUND BY THE TERMS SET OUT HEREIN.

These MediusGo Partner Terms & Conditions were last updated on July 3, 2023. They are effective between You and Us as of the date of Your acceptance thereof.

- 1 Definitions
 - 1.1 **“Agreement”** means these Partner Terms & Conditions and the Enrollment Form.

“Cloud Service” means the online, web-based services as stated in the Enrollment form.

“End Client/s” means the legal entity/entities identified by You pursuant to this Agreement and with which an Order Form is executed.

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

“Enrollment Form” means a MediusGo Partner Enrollment Form.

“Lead” means an identified opportunity to provide the Cloud Service and associated Professional Services to a prospective End Client.

“MediusGo Global Pricelist” means the global pricelist for MediusGo defined by Us.

“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.

“Professional Services” means the activities and deliverables to be provided by Us to an End Client separately from the Cloud Service, as stated in the respective Order Forms entered into with the End Client.

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

“Sale” means a sale whereby an End Client entered into an Order Form with Us for the subscription of the Cloud Service and/or the provision of Professional Services, as a result of Your performances under this Agreement.

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

“We”/“Us”/“Ours” means the Medius company with which You have executed an Enrollment Form.

“You”/“Your”/“Yours” means the company or other legal entity that executes the Enrollment Form and thereby accepts this Agreement with Us.
- 2 Provision of the Cloud Service, Professional Services and support
 - 2.1 We are responsible for the provision of the Cloud Service to the End Client, as well as for any support related thereto, and for the provision of any Professional Services ordered by the End Client (as applicable), all in accordance with the terms set out in the respective Order Form entered into between Us and the End Client.
- 3 Role of partner, obligations, limitations etc.
 - 3.1 **Role of partner.** Through the execution of the Enrollment Form, We hereby grant to You, and You accept from Us, subject to the terms and conditions of this Agreement, a right to market and promote the Cloud Service and associated Professional Services. Under no circumstances are You authorized to distribute the Cloud Service (or any other products and/or services We may offer currently or at any time in the future) for resale. Notwithstanding anything in this Agreement to the contrary, the arrangements created by this Agreement are made on a non-exclusive basis and nothing set out herein shall restrict or impede Us from entering into partner agreements with other parties, including for the marketing and promotion of the Cloud Service by such parties within the Target Segments.
 - 3.2 **Partner obligations.** You shall at all times act in good faith and shall not engage in any fraudulent activities. You may only market and promote the Cloud Service and associated Professional Services in a manner which reflects positively upon the business and reputation of Medius and that is not in any way illegal or inappropriate. You shall have qualified personnel available to fulfill Your obligations under this Agreement. If You are a Lead Partners You shall a) ensure that Your sales representatives shall be capable of delivering the value proposition of the Cloud Service and its interface, advantages and high-level functionality and b) lead all sales activities for Your Leads and be the primary contact for prospective End Clients in pursuit of a Sale.
 - 3.3 **Partner limitations.** You shall only market and promote the Cloud Service and associated Professional Services and lead sales activities to Leads that have their principal place of business (in respect of geographical segments) and their primary business activities (in respect of business segments) within the Target Segments.



3.4 **Partner representation.** You shall not make any representation or warranty concerning the Cloud Service or the Professional Services, nor shall You under any circumstance commit Us to any contracts.

3.5 **Partner compliance.** You have not taken and will not take any action that would constitute a violation, or implicate Us in a violation, of any law of any jurisdiction in which it performs business, or of the United States Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010 or any other applicable anti-corruption legislation or marketing legislation. Neither You nor any of Your principals, owners, officers, directors or agents (i) has promised to make, will promise to make, or will cause to be made, in relation to its activities with or on behalf of You any payments to any person or entity to secure any improper advantage; (ii) is a party who is the subject of economic sanctions maintained by the European Union, United Kingdom, United States, or United Nations (a "Blocked Party"); (iii) is a party who is ordinarily resident, located, or organized in a jurisdiction which is the subject of country-wide or territory-wide sanctions (a "Restricted Country"); (iv) is owned or controlled by, or acting on behalf of, any of the foregoing; or (v) is a party with whom transactions are otherwise prohibited under any other the sanctions laws of the United States, United Kingdom, European Union, or other similar governmental bodies with regulatory authority over You. In relation to its activities with or on behalf of US, You will not engage in any business or dealings, directly or indirectly, with any (i) Blocked Party; (ii) person or entity owned or controlled by, or acting on behalf of, any Block Party; or (iii) person or entity resident, located, or organized in a Restricted Country. You have in place and shall adhere to policies and controls that are sufficient to provide reasonable assurances that violations of applicable anti-corruption laws and economic sanctions will be prevented, detected and deterred. You shall immediately notify Us if You take any action in violation of the foregoing provisions and shall be responsible for any damages to, or losses by, Us from Your violation or potential violation of the foregoing provisions. You acknowledge that the Company has the right to audit the activities and records of You to the extent such activities or records pertain to this Agreement.

4 Order process

4.1 Provision of the Cloud Service and associated Professional Services to an End Client shall be conditioned upon each End Client entering into an Order Form with Us whereby the End Client agrees to be bound by Our from time to time applicable subscription and services agreement and any other agreements or appendices associated therewith.

5 Documentation

We shall ensure that You have access to current marketing materials in the form of leaflets, presentations, website and other necessary materials in order to provide information about the Cloud Service to prospective End Clients.

6 Referrals

6.1 **Leads.** For any Leads referred by You to Us that are within the Target Segments (see Section 3.3 above) You shall be entitled to a Referral Fee, in the amount set out in the Enrollment Form, under the following conditions:

- a) The Lead is deemed as qualified by Us and is converted into a Sale through the execution of an Order Form; and
- b) You are the first partner to refer the Lead.

6.2 **Referral payment.** If You are entitled to a Referral Fee according to section 6.1 We shall, upon receiving payment from the End Client in accordance with the End Client invoice plan, pay to You all or parts of the Referral Fee (as applicable) in accordance with Our from time to time applicable Referral Fee payment process.

7 Fees and Payments

7.1 **End client pricing** is governed by the then current MediusGo Global Pricelist. Any deviations require prior written approval by Us. We shall have the exclusive right to determine fees for the Cloud Service and associated Professional Services, and all other terms and conditions in connection therewith.

7.2 **Taxes etc.** All fees and prices stated in this Agreement are exclusive of taxes, carriage costs, customs, duties and other similar taxes and expenses.

7.3 **Expenses.** You shall be solely responsible for Your own expenses, and those of Your personnel, including but not limited to expenses incurred in the promotion, demonstration and marketing of the Cloud Service and associated Professional Services.

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:

- 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) or becomes a part of the public domain through no act or omission of the other Party;
- 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 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.



8.3 For the duration of this Agreement, both Parties shall actively promote each other. This includes but is not limited to communicating the other Party as a “trusted partner” on their website.

9 Intellectual property rights and other proprietary rights

9.1 All intellectual property and other proprietary rights and information in and to the Cloud Service are and shall remain Our property or (where applicable) Our 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 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 breach of the obligations of either Party set forth in this Agreement.

11 Limitation of Liability

11.1 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.

11.2 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 under this Agreement during the twelve (12) month period immediately preceding the event giving rise to such liability.

11.3 We shall have no liability to You in respect of any default unless You shall have served written notice of the same upon Us within thirty (30) days after the date You became aware

or should have become aware of the circumstances giving rise to the default.

12 Force Majeure

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.

13 Term & Termination

13.1 This Agreement shall enter into force upon execution of the Enrollment Form and shall continue until it has been terminated.

13.2 Either Party may terminate this Agreement for convenience upon three (3) months prior written notice to the other Party.

13.3 In addition to specific termination rights set out elsewhere in this Agreement, each 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 (other than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets. We shall have the right to immediately terminate this Agreement if You have committed a breach of clause 3.5.

13.4 Upon termination of this Agreement. You shall cease to be a participant in the partner program and You shall immediately discontinue all marketing and promotion of the Cloud Service and Professional Services. Further, each Party shall immediately return to the other Party all goods, documentation and other items received from the other Party.

13.5 Any termination of this Agreement shall not affect (i) any rights and liabilities of the Parties accrued prior to such termination, and (ii) any provision of this Agreement that is expressed to survive its expiration or termination, including Your right to Referral Fees for Sales made under this Agreement which hence shall survive the termination of this Agreement.



14 Assignment and subcontracting

14.1 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. In addition, We shall be entitled to transfer and assign this Agreement to any entity that acquires all or substantially all of Our assets.

14.2 You may not use subcontractors for performance of Your obligations under this Agreement, without Our prior written approval.

15 Deliberation

15.1 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 other Party to deliberate regarding the matter at hand.

16 Miscellaneous

16.1 The Parties agree that 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.

16.2 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 this Agreement fair and reasonable adjustments to this Agreement shall be made.

16.3 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.

17 Notices, Governing Law and Arbitration

17.1 **Governing Law.** This Agreement shall be governed by the laws of Sweden.

17.2 **Arbitration.** 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. MediusGo AB.

17.3 **Notices.** 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 in this Agreement. 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. Notices to Us should be addressed to: MediusGo AB, Armégränd 5, 831 32 Östersund, Sweden, Email: salesoperations@medius-group.com



