

# MediusGo Reseller Partner Terms & Conditions

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

These MediusGo Reseller 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

**“Agreement”** means these Reseller Partner Terms & Conditions and the Enrollment Form.

**“Cloud Service”** means the online, web-based services offered by Us and ordered by You for subsequent provision to End Clients, as stated in the respective Order Forms.

**“End Client/s”** means the legal entity/entities identified by You pursuant to this Agreement and with which You enter into an End Client Contract for the provision of the Cloud Service.

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

**“Enrollment Form”** means a MediusGo Reseller Partner Enrollment Form.

**“Lead”** means an identified opportunity to provide the Cloud Service to a prospective End Client.

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

**“Party”/“Parties”** means You and Us.

**“Professional Services”** means the activities and deliverables, including integration services, to be resold by You to an End Client separately from the Cloud Service but provided by Us as Your sub-contractor, as stated in the respective End Client Contracts entered into between You and the End Client.

**“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 has executed the Enrollment Form and thereby accepts this Agreement with Us.

## 2 Scope of partnership

- 2.1 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, promote and provide the Cloud Service and the Professional Services to End Clients in the Target Segments.

- 2.2 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 offering the Cloud Service or other products or services to other parties, including End Clients, both within and outside of the Target Segments.

- 2.3 You are responsible towards the End Client for all aspects of the End Client relationship, including the provision of Professional Services, support and collection of payment although We will act as Your sub-contractor for the provision of Professional Services and support services as further detailed in this Agreement.

## 3 Professional Services

- 3.1 You may resell Professional Services to the End Client, on the condition that You have agreed with Us that We shall act as Your sub-contractor for the provision of Professional Services and that such Professional Services are governed by an Order Form as further set out in section 7 below. We may agree with End Clients, on Your behalf, any non-material changes to the Professional Services requested by the End Clients. Any additional fees for such change requests will be invoiced by Us to You and by You to the End Client and You are obliged to include in Your End Client Contracts contractual language that support Our rights in this respect.

## 4 Support

- 4.1 **Support to End Clients.** Support services will be resold by You directly to the End Client as part of the Cloud Service Subscription. We will provide support services to the End Client as Your sub-contractor in accordance with the terms set forth in the Order Form between You and Us. For the avoidance of doubt, this means that End Clients may reach out to Us directly with support requests although You will be ultimately liable towards the End Client for the provision of such support services.

## 5 Documentation and training

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



## 6 Partner obligations, limitations etc.

- 6.1 **Partner obligations.** You shall at all times act in good faith and shall not engage in any fraudulent activities. You may only market, promote and provide the Cloud Service and the Professional Services in a manner which reflects positively upon the business and reputation of Medius and that is in any way deemed illegal or inappropriate. You shall have qualified personnel available to fulfill Your obligations under this Agreement and Your sales representatives shall be capable of delivering the value proposition of the Cloud Service and its interface, advantages and high-level functionality.
- 6.2 **Partner limitations.** You shall only market, promote and provide the Cloud Service and Professional Services 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.
- 6.3 **Partner representation.** You shall not make any representation or warranty concerning the Cloud Service or the Professional Services on Our behalf or commit Us to any contracts save as expressly provided in this Agreement.
- 6.4 **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 acknowledges 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.

## 7 Order process

For each End Client to whom You wish to provide the Cloud Service and Professional Services, You and We shall execute an Order Form. The Order Form governs Our provision of the Cloud Service and the Professional Services to You (i.e. the relationship between the You and Us in respect of the Cloud Service and the Professional Services) at the terms and conditions applicable at the time of execution of the Order Form.

## 8 End Client Contracts

- 8.1 For each End Client to whom You provide the Cloud Service and the Professional Services, You shall enter into a written agreement governing Your provision of the Cloud Service and the Professional Services to the End Client, and, as the case may be, any additional products and services (an "**End Client Contract**"). You shall ensure that We do not have any direct liability to the End Clients with whom you enter into End Client Contracts, and shall further ensure that:

- a) Such End Client Contracts, as regards Your provision of the Cloud Service, can in no event be in force for a shorter and longer period the such period set forth in the Order Form between You and Us which unless otherwise agreed is thirty-six (36) months with twelve (12) months automatic renewal if not terminated by at least three (3) months notice.
- b) No End Clients are granted any exclusive rights; and The End Clients will be bound by Your own End Client Contracts with You on terms equivalent to the MediusGo Master Cloud Subscription and Services Agreement, available at <https://www.medius.com/media/dnefvho/mediusgo-master-cloud-subscription-and-services-agreement-1-july-2023.pdf>

## 9 Fees and Payments

- 9.1 **Reseller pricing for Cloud Service and Professional Services** Remuneration for Your subscription to the Cloud Service and Our provision of Professional Services shall be in accordance with Our reseller pricelist applicable from time to time. We shall have the right to change Our prices at Our discretion and shall inform You of any changes to the pricelist no less than thirty (30) days before such changes come into effect.
- 9.2 **End Client pricing.** You shall have the right to decide and set the prices for the provision of the Cloud Service to End Clients and all other services provided by You to End Clients.
- 9.3 **Taxes etc.** All fees and prices stated in this Agreement are exclusive of taxes, carriage costs, customs, duties and other similar taxes and expenses.
- 9.4 **Payment term.** Payment term is thirty (30) days net.
- 9.5 **Expenses.** You shall be solely responsible for Your own expenses, and those of Your personnel, including but not limited to expenses incurred in the marketing, promotion, demonstration and provision of the Cloud Service.



## 10 Confidentiality

- 10.1 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 10;
  - or becomes a part of the public domain through no act or omission of the other Party;
  - is 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).
- 10.2 Each Party shall take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Section 10 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 10 shall survive expiry or termination of this Agreement for a period of five (5) years.
- 10.3 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 websites.

## 11 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.

## 12 End Client claims

As set out in Section 2.3, You are directly towards the End Client responsible for all aspects of the End Client relationship. Hence, We shall not be liable for any losses or damages arising out of any claim, whether in contract or tort, or otherwise, from any of Your End Clients.

## 13 Intellectual property rights and other proprietary rights

- 13.1 All intellectual property and other proprietary rights and information in and to the Cloud Service and to the Professional Services 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 of or a license to any such intellectual property or other proprietary rights, except as expressly set out in this Agreement.

- 13.2 You are hereby granted a non-exclusive right to use the Cloud Service as required for providing the Cloud Service to End Clients within the Target Segments pursuant to the terms and conditions of this Agreement. The right set out herein shall be valid for as long as any End Client Contracts for the Cloud Service are in force, and never longer than such period for which You are entitled to use the Cloud Service under the relevant Order Form.
- 13.3 You may only use the Cloud Service as set out in this Agreement and may not, or permit others to, alter or modify, decompile, disassemble, translate, adapt or reverse engineer the Cloud Service.
- 13.4 You shall, without application of Section 1414, indemnify and hold Us harmless against all costs, losses, claims or damages that We may incur as a result of any breach by You of Your undertakings under this Section 1313.
- 13.5 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 its 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 clarity, after termination or expiration of this Agreement, a Party’s right to use the other Party’s Mark shall cease, provided, however, that You shall be entitled to use Our Marks as is necessary to carry out Your obligations under existing End Client Contracts, for the duration of such End Client Contracts.

## 14 Limitation of Liability

- 14.1 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.
- 14.2 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. Notwithstanding anything to the contrary, Our limitations of liability under this Section 14.214.2 shall not apply losses caused by Our gross negligence or willful misconduct.
- 14.3 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.

## 15 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.

## 16 Term & Termination

- 16.1 This Agreement shall enter into force upon execution of the Enrollment Form and shall continue until it has been terminated.
- 16.2 Either Party may terminate this Agreement for convenience upon three (3) months prior written notice to the other Party. If We terminate for convenience You shall be entitled to a pro-rata portion of any pre-paid partner program fees for the remainder of the Agreement term.
- 16.3 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 terminate this Agreement if You have committed a breach of clause 6.2.
- 16.4 Upon termination of this Agreement. You shall cease to be a participant in the partner program and You shall immediately discontinue all marketing, promotion of the Cloud Service and Professional Services and You may not provide the Cloud Service and Professional Services to any new End Clients. Further, each Party shall immediately return to the other Party all goods, documentation and other items received from the other Party.
- 16.5 Your right to provide the Cloud Service and the Professional Services to End Clients is valid during the Agreement term and after the Agreement term for each existing End Client, for as long as such End Client Contract is in force, however never longer than such period for which You are entitled to use the Cloud Service under the relevant Order Form.
- 16.6 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.

## 17 Assignment and subcontracting

- 17.1 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.
- 17.2 Each Party may use subcontractors for performance of its obligations under this Agreement, provided that any such subcontracting shall not diminish such Party's liability under this Agreement. For the avoidance of doubt, You may not engage subcontractors for the entry into of End Client Contracts. You agree that You shall not engage any subcontractor that is a competitor of Us.

## 18 Export

Export laws and regulations of the United States of America and any other relevant local export laws and regulations apply to the services performed under this Agreement. You agree that such export laws govern Your provision of the Cloud Service 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 and/or materials 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 proliferations, 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 deliverables or Confidential Information provided to it under this Agreement in a U.S.-embargoed country.

## 19 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.

## 20 Miscellaneous

- 20.1 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.
- 20.2 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.



20.3 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.

## 21 Notices, Governing Law and Arbitration

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

21.2 **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.

21.3 **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](mailto:salesoperations@medius-group.com)

