Master Cloud Subscription Agreement

THIS MASTER CLOUD SUBSCRIPTION AGREEMENT GOVERNS YOUR SUBSCRIPTION AND USE OF OUR CLOUD SERVICE AND ANY ASSOCIATED PRODUCTS. BY EXECUTING AN ORDER FORM THAT REFERENCES THIS MASTER CLOUD SUBSCRIPTION AGREEMENT, YOU ACCEPT THIS MASTER CLOUD SUBSCRIPTION AGREEMENT AND AGREE TO BE BOUND BY THE TERMS SET OUT HEREIN.

This Master Cloud Subscription Agreement was last updated on April 29, 2020. It is effective between You and Us as of the date of Your acceptance thereof.

1 Definitions

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

"API" means application programming interface.

"Availability" means when the Cloud Service is available according to the following formula:

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

SL = Cloud Service Level

DT = Downtime

Availability is measured on a calendar quarter basis.

"Breaking Changes" means changes made to API:s of the Cloud Service and/or FX Integration that would cause the components of an external system interfacing the Cloud Service API:s and/or the FX Integration to become non-operational or alter its behavior in a non-expected way.

"Business Hours" means Monday through Friday, 8-17 CET for Cloud Service provided from the European Union and 8-20 EST for Cloud Service provided from North America, with the exception of local public holidays and December 24-26th, December 31st, January 1st, Good Friday and the Monday after Easter.

"Change Request" means a request to make additions, modifications or for the removal of part of the Cloud Service or, if applicable, any Locally Installed Components.

"Cloud Service" means the online, web-based services as stated in associated Order Forms.

"Cloud Service Level (SL)" means 24 hours a day and 365 days a year.

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

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

"Downtime (DT)" means the period within the Cloud Service Level that the Cloud Service is not available. The Downtime is calculated, within the Cloud Service Level, from when the failure was reported by You until the Cloud Service is again available. Downtime shall not include:

- Interruptions due to problems in Your own systems.

- Interruptions that fall under force majeure in accordance with Section 13.

- Interruptions initiated by You.

- Interruptions due to network availability or bandwidth limitations outside of Our network and the networks of our third party providers.

- Scheduled maintenance as set out in Clause 2.5.

"ERP Integration" means the process, content and tools that enable the Cloud Service to exchange data with Your ERP system or other system exchanging master data and/or posting information as stated in associated Order Forms.

"FX Integration" means the file exchange based integration to the Cloud Service as referenced in in the associated Order Form.

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

"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 the ERP Integration and capture of invoice information.

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

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

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

"Response Time" means the time between when We have received a report from You indicating an Incident in accordance with Section 4.5 and when We respond back to You that an Incident has been identified, case ID number created, priority level assessed and initial problem description documented.

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

"Service Request" means a request to provide You with information or advice in respect of the Cloud Service and/or Locally Installed Components which is not considered as an Incident or a Change Request.

"We"/"Us"/"Ours" means the Medius company with which You have executed an Order Form.

"You"/"Your"/"Yours" means the company or other legal entity that executes the Order Form and thereby accepts this Agreement.

2   Provision of Cloud Service

2.1   **Scope**. We shall provide you with the Cloud Service as specified in this Agreement (including any Order Forms), subject to Your payment of all applicable fees as set forth in Section 5.

2.2   **Availability**. We shall provide the Cloud Service with an Availability of 99% or higher as measured per calendar quarter. We will provide You with Availability reports upon Your request.

In the event We fail to meet 99% Availability, You shall be entitled to receive a credit in the form of an adjustment in the following billing period (a "**Service Credit**"). The Service Credit shall be equal to two (2) percent of the total subscription fee for the affected quarter for each percentage below 99%. The maximum amount of a Service Credit per calendar quarter shall be twenty (20) percent of such fee. Should the Availability for any given calendar quarter fall below 90%, You shall have the right to terminate this Agreement. Service Credits shall apply to future invoices only and are forfeit upon termination of this Agreement. The Service Credit, and, as applicable, termination, are Your sole remedies for Our failure to meet the Availability.

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

In the event of any overdue invoices under this Agreement when an event under Section 2.2 occurs, service credits will not be issued until all due invoices have been paid.

2.3   **Tenants.** We shall provide You with one (1) production tenant. We shall provide You with one (1) QA tenant for the period referred to in the Order Form, unless You have subscribed for extra tenants as stated in the applicable Order Form.

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

2.4   **Updates/Changes of the Cloud Service.** We may, with reasonable prior notification to You, make updates or other changes to the Cloud Service and its functionality, including but not limited to the underlying technology related to data capture, and e-invoicing, as long as the functionality of the Cloud Service in all material aspects remains the same.

2.5   **Scheduled and Unscheduled Maintenance**. Scheduled maintenance does not count as Downtime. Scheduled maintenance shall be communicated by Us at least 48 hours in advance and shall not occur during Business Hours. In addition, We may in our sole discretion take the Cloud Service down for unscheduled maintenance in which case We will strive to notify You in advance. Such unscheduled maintenance will be counted as Downtime for the purpose of calculating Availability.

2.6   **Breaking Changes.** If We have not provided the ERP Integration to You under this Agreement, We may with ninety (90) days prior notification to You introduce Breaking Changes and You are obliged to make changes to any integration with the Cloud Service not provided by Us accordingly in a timely fashion. Notwithstanding the aforesaid, We may introduce Breaking Changes immediately if We deem it necessary due to security, performance or changes to embedded third party software and We shall in such case inform You as soon as possible of the reasons for introducing the Breaking Changes and We will, upon Your request, promptly provide You information related to the new integration API(s) or the FX Integration to the extent reasonably necessary for You to introduce changes to Your integrations to secure continued services.

2.7   **Data retrieval.** Upon the expiration or termination of this Agreement, We shall upon request provide You with the Data in zip-format at Your cost. If You require the Data in another format, We undertake to investigate the possibilities to perform such export. We undertake to store the Data one (1) month after this Agreement's expiration or termination or until any requested transfer of Data has been performed, after which the Data will be deleted.

2.8   **Updates of the Medius Integration Gateway** ("**MIG**"). If Your ERP Integration is based on the MIG, We may from time to time provide to You access to new version releases and software patches of the MIG. You will be responsible to apply all such new versions and software patches in a timely manner. To enable for Us to send You information in relation to such updates, You shall ensure that the contact information (mainly e-mail address) provided when registering for the MIG is up-to date.

3   Provision of Support

3.1   We shall provide You with support services in relation to the Cloud Service and/or Locally Installed Components in accordance with what is set out herein.

Support Events will be classified by Us as an Incident, a Service Request or a Change Request, as applicable. Incident support shall, provided the Incident was not caused by You and unless otherwise set out herein, be free of charge. Service Requests and Change Requests will be subject to additional charges, unless otherwise provided in any support plan agreed separately between the Parties.

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

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

3.3 In respect of Incidents, We undertake to adhere to the Response Times applicable to the subscription You have subscribed for as further detailed in the Order Form. Response times are measured from receipt of Your report according to Section 4.5.

3.4 You may be entitled to Service Requests without additional charge if included in Your subscription as further detailed in the Order Form. You cannot accumulate any free Service Requests from one month to the next.

3.5 We shall, after having made reasonable efforts to resolve an Incident, have the right to cancel or delay handling of an Incident without any liability to You if:

a) the Cloud Service or any other product or service provided by Us to You under this Agreement have not been correctly used, or have been used in conflict with any instructions, oral or written, from Us;

b) the Incident cannot be reproduced by Us;

c) the Incident is caused by circumstances beyond Our responsibility or reasonable influence or control including circumstances related to updates or changes of Your ERP system or related to a version of Your ERP system no longer supported by Your ERP system supplier. Such circumstances may include, but is not limited to, providing corrections to Ordered Third Party Product/Service;

d) the Incident has not been timely reported in accordance with Sections 4.4 and 4.5.

4 Your Cooperation

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

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

You are allowed to appoint a certain number of individuals in Your organization with the appropriate power of authority to a) issue Service Requests and/or Change Requests and b) approve any changes to Your configuration as a consequence of resolving an Incident.

The maximum number of individuals You may appoint depend on Your subscription as further detailed in the Order Form.

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

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

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

c) Implement any new versions of the ERP Integration or the FX Integration released by us in accordance with Our instructions.

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

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

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

a) the name of the person reporting the Incident;

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

c) how the Incident can be reproduced or verified;

d) in what situations the Incident occurs;

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

f) the effects of the Incident: and

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

Incidents may only be reported for production tenants (i.e. not test, training or non-production tenants).

5 Fees and Payments

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

5.2 Payment term is thirty (30) days net.

5.3 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 the Cloud Service 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 fees, We shall also be entitled to receive the Late Fees in respect of the previously disputed fees.

5.4 Additional terms and conditions in respect of fees, invoicing and payment are set out in the Order Form.

6 Confidentiality

6.1 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 6;

   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).

6.2 Each Party shall take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Section 6 by 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 6 shall survive expiry or termination of this Agreement for a period of five (5) years.

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 Rights granted and Restrictions

8.1 For the duration of this Agreement, and subject to the terms and conditions of this Agreement and the due payment of all applicable subscription fees, We grant You a limited, non-

exclusive and non-transferable (unless so explicitly permitted under an associated cloud partner agreement between Us and a certified MediusFlow cloud partner) right to use the Cloud Service (and for any Locally Installed Components the right to install), including any Documentation accompanying the Cloud Service or any Locally Installed Component. You do not acquire under this Agreement any right to use the Cloud Service, Documentation or Locally Installed Components outside of the scope or beyond duration of this Agreement. Upon the termination of this Agreement, Your right to use the Cloud Service, Documentation and Locally Installed Components will automatically terminate.

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

8.2 To enable the provision of the Cloud Service and for the purpose to run, maintain and develop Our business and the Cloud Service, You grant Us the right to use, process and transmit, in accordance with this Agreement, the Data for the duration of this Agreement plus any additional post-termination period during which We provide You with access to retrieve the Data.

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

In the event the subscribed volume of invoices or number of vendors is exceeded You are obliged to extend Your right of use by purchasing applicable extensions at prices set out in Our from time to time applicable price list. Such extended right of use and any associated fees shall be effective immediately and apply for the remainder of the term of this Agreement.

8.4 The right to use the Cloud Service and any Locally Installed Component is limited to Your internal purposes only. Any use of the Cloud Service by any third party or for providing services to any third party, unless explicitly permitted in this Agreement or an associated cloud partner agreement entered into between Us and a certified MediusFlow cloud partner, is strictly prohibited. Notwithstanding the aforesaid, the Cloud Service and Locally Installed Components 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 Cloud Service and Locally Installed Components.

8.5 You must protect any Locally Installed Components and associated Documentation in a manner consistent with Our rights expressed in this Agreement. You may not sublicense, loan, transfer, or distribute any Locally Installed Components to a third party or create derivative works based on any part thereof unless explicitly permitted under an associated cloud partner agreement between Us and a certified MediusFlow cloud partner. You may not attempt to:

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

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

8.6 We may, at any time during Your normal business hours and upon reasonable advance notice, conduct an audit at Your premises to ascertain if Your use of the Locally Installed Components is in compliance with the provisions of this Agreement. You shall reasonably assist Us in the conduct of such audit and shall grant Us reasonable access to the Your premises and computer equipment for that purpose.

8.7 All ownership rights, intellectual property rights and other proprietary rights relating to the Cloud Service, Documentation and any Locally Installed Components belong to Us or, when applicable, Our third party licensors. This Agreement does not entail any assignment of any intellectual property to You. Further, this Agreement does not grant You any rights in any trademarks or service marks which remain the exclusive property of Ours or any third party providers. You may not alter or remove trademarks, service marks, copyright notices or other markings from the Cloud Service, Documentation, Locally Installed Components or their associated packaging.

8.8 We may monitor how the Cloud Service is used and performed and compile Data with other data in an aggregate and anonymous manner to derive statistical and performance information related to the provision and operation of the Cloud Service. We may make such statistical and performance information publicly available, provided that such information does not include any data that would enable the identification of You or of Your Users. We have all rights, title and interest in and to such statistical and performance information.

8.9 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 8.

9 Use of the Cloud Service and Locally Installed Components

9.1 You are responsible for identifying and authenticating all of Your personnel, and the personnel of Your Affiliates, as applicable, that are authorized by You to use the Cloud Service and/or Locally Installed Components in accordance with this Agreement (collectively "**Users**"), for approving access by Users and for maintaining the confidentiality of usernames, passwords and account information. We are not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Cloud Service and/or Locally Installed Components but who were able to gain access through any actions or omissions of You. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Cloud Service and/or Locally Installed Components, and You agree to notify Us immediately of any unauthorized use.

9.2 You shall not use or permit use of the Cloud Service for any purpose or in any way that (a) violates any local, state, national or international law or Our guidelines for use of integration API:s available at https://success.mediusflow.com/documentation/integratio n-documentation, (b) menaces or harasses any person or causes damage or injury to any person or property, (c) violates privacy rights (including but not limited to the General Data Protection Regulation) or promotes racism, hatred or harm, (c) constitutes an infringement of intellectual property or other proprietary rights, (d) interferes with the operation of the Cloud Service, including without limitation by (i) taking any action that imposes or may impose an unreasonable or disproportionately large load on Our or Our third party providers' infrastructure, or (ii) interfering with or disrupting any networks, equipment or servers connected to our used to provide the Cloud Service, or (e) constitutes fraudulent activity, including impersonating any person or entity, claiming false affiliation, misrepresenting the source, identity or content of information transmitted via the Cloud Service.

9.3 In addition to any other rights afforded to Us under this Agreement, We reserve the right to take remedial action if You violate the restrictions in this Section 9, including the removal or disablement of access to the Cloud Service. We shall have no liability to You in the event We take such actions as are described in 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 or (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.

11 Intellectual Property Indemnification

11.1 Notwithstanding the limitation of liability set out in Section 12.3, we shall pay those costs and direct damages finally awarded against You in connection with any claim by a third party that the Cloud Service, Documentation or any Locally Installed Component used by You 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:

a) 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);

b) 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);

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

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

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

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

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

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

h) is based on any information, design, specification, instruction, software, service, data, hardware or material not furnished by Us; or

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

Further, We shall have no liability to You if You continue to use the Cloud Service, Documentation or Locally Installed Components after the end of Your right to use such material.

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

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

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

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

d) if neither (a), (b) nor (c) can be achieved after the exercise of commercially reasonable efforts, terminate the right of use and refund to You any unused, prepaid fees with respect to the affected part of the Cloud Service, Documentation or any Locally Installed Component.

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

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 the Cloud Service, Documentation or any Locally Installed Component.

12 Limitation of Liability

12.1 The sole remedy regarding Availability is separately stipulated in Section 2.2.

12.2 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.

12.3 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 12.3 shall not apply to Our indemnification obligations under Section 11.

12.4 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.

13 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 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 & Termination

14.1 **Agreement term**. This Agreement shall enter into force upon execution of the Order Form and shall continue in force until all subscriptions hereunder have expired or have been terminated, whereby the term of each ordered product subscription is set out in the Order Form, (each a "**Subscription Term**").

14.2 **Automatic renewal**. Unless a product subscription is terminated by written notice three (3) months prior to the end of each Subscription Term, the relevant Subscription Term shall be automatically renewed by additional twelve (12) month periods.

14.3 We reserve the right to increase the prices upon every anniversary of the Subscription Term by up to 3% and during any renewal term by up to 5% above the applicable pricing in

the prior term. Except as expressly provided in the applicable Order Form renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of commencement of the applicable renewal. Except as expressly provided in the applicable Order Form, any right for You to call for options to acquire additional licenses, volume extensions or add-on products or services to committed prices will not apply for a longer period than the initial subscription term referred to in the Order Form.

14.4 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 (otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets;

14.5 Upon termination or expiration of this Agreement, You shall no longer have the right to access or use the Cloud Service and each Party shall immediately return to the other Party all goods, documents and other items received from the other Party.

14.6 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.

14.7 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 16, 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 Sverige 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: 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.
Medius Business Process Software B.V. Parade 18 5211 KL's Hertogenbosc The Netherlands	Medius Business Process Software B.V., Parade 18 5211 KL's Hertogenbosc The Netherlands Email: finance@medius-group.com	Dutch law	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Hague, Netherlands. The language to be used in the arbitral proceedings shall be English.
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.
Medius Sverige 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.
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: finance@medius-group.com	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.
Medius Software Pty Ltd 240/117 Old Pittwater Road Brookvale NSW 2100 Australia	Medius Software Pty Ltd 240/117 Old Pittwater Road Brookvale NSW 2100 Australia Email: finance@medius-group.com	Laws of New South Wales, Australia	If a dispute arises out of or relates to this Agreement, or the breach, termination, validity of this Agreement, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, the parties to the Agreement and to the dispute expressly agree to endeavor in good faith to settle the dispute by mediation administered by the Australian Commercial Disputes Centre ("ACDC") before having recourse to arbitration or litigation. A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute. On receipt of the notice specified in (a), the parties to the dispute must within seven (7) days of receipt of said notice seek to resolve the dispute. If the dispute is not resolved within seven (7) days or within such further period as the parties agree then the dispute is to be referred to ACDC. The mediation shall be conducted in accordance with ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are hereby deemed incorporated.

17 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 by Us under this Agreement. You agree that such export laws govern Your use of the Cloud Service and any deliverables provided under this Agreement, 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 Cloud Service 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 deliverables 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 European General Data Protection Regulation.

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 and all personal data will be processed in accordance with the Data Processing Addendum available at https://www.mediusflow.com/sv-SE/Legal/Data-Processing-Addendum which forms an integral part of this Agreement.

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.

18.2 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 this 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.