

MediusFlow Professional Services Agreement

THIS AGREEMENT GOVERNS YOUR PURCHASE OF PROFESSIONAL SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A STATEMENT OF WORK (SOW) OR ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

This Agreement was last updated on March 1, 2016. It is effective between You and Us as of the date of You accepting this Agreement.

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 all associated Order Forms and statements of work.

“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 and associated Locally Installed Components 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 to the process and tools that enables the Cloud Service to exchange data with external systems.

“Locally Installed Components” means any Software that is required to install 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.

“SOW” means a statement of work

“We”/“Us”/“Ours” means the Medius company described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Arbitration).

“You”/“Your”/“Yours” means the company or other legal entity for which you are accepting this Agreement, and affiliates of that company or entity.

2 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 any Cloud Service. Any use of Cloud Services 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 satisfy the agreed-upon acceptance criteria. Deviations which are insignificant for the intended use of the Deliverable shall not affect the determination of the actual delivery date and the Deliverable shall be regarded as having met the acceptance criteria.

- 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 such SOW or Order Form pursuant to the acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. You will 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 the deficiencies in detail. We will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to You as soon as practicable. You will again review and test the Deliverable against the agreed-upon acceptance criteria, and detail any deficiencies to Us in writing within ten (10) business days after resubmission of the Deliverable. If You continue to use a

Deliverable in Your business after the review and testing period, the Deliverable shall be deemed accepted by You. If the parties determine that a Deliverable's functional requirements specified in a 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.

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 shall be stated in

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

If the delay in delivery is caused by Us or some circumstance attributable thereto, You shall be entitled to receive liquidated damages as Your sole remedy. Liquidated damages shall be payable in the amount of one percentage point (1%) per commenced week of delay, however not exceeding twenty percentage (20%), of the fees associated to the Professional Service delivered under the SOW or Order Form.

If the delay in delivery has been caused by You or any circumstance attributable thereto, We may postpone the delivery date of the Deliverable, and possibly dependent Deliverables, and associated agreed delivery dates to dates justified in the light of the circumstances.

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 is 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

4.1 Changes to a 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 ensure that Your employees used for the co-operation with Us has appropriate competence for assigned tasks and the necessary power of authority in order for Us to receive the requested information and/or documentation.
- 5.3** If efforts by 3rd party vendors contracted by You are needed for the execution of activities or Deliverables, You shall manage and coordinate them at Your cost.
- 5.4** Our Deliveries are dependent on You providing us Remote Access capabilities via VPN or corresponding technology to Your infrastructure in a timely fashion, in particular in the presence of Locally Installed Components.
- 5.5** If applicable, You are responsible for ensuring the existence of and Our access to test environments of Your systems, this could be, but is 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 Value Added Tax (VAT), 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.
- 6.2** Without prejudice to any other rights or remedies that We may have, We reserve the right to;
 - a) charge You interest in respect of late payments of any sum due under this Agreement at the rate of eight percentage points (8%) per year from the due payment date until full payment has been made; and
 - b) forthwith suspend all services and/or postpone any outstanding Deliveries, if and when You have not fully paid all debts due to Us.

7 Assignment and subcontracting

- 7.1** We shall have the right to assign this Agreement to any company in the Medius Group. Further, We shall be entitled to assign Our right to receive payment under this Agreement or any part thereof to any third party.
- 7.2** We shall also to be entitled to sub-contract a third party, including Our partners, for performing Our obligations under this Agreement. Any such sub-contracting shall not diminish Our liability under this Agreement.

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 has been obtained or received prior to this Agreement or which the Party will obtain or receive during the term of this Agreement, save for information which is:
 - a) already in its possession without restrictions as to use or disclosure other than as a result of a breach of this Section 8;

- b) in the public domain other than as a result of a breach of this Section 8;
- c) 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 this Agreement (and any other agreements in connection therewith) by issuing press releases, on homepages or any other means. The other Party shall be given opportunity to give its approval to the wording of such announcement. This Section 8 shall survive expiry or termination of the Agreement for a period of five (5) years.

9 License

9.1 You will receive a perpetual, non-exclusive license to use any Deliverable under associated SOWs or Order Forms.

10 Limitation of Liability

- 10.1 We accept liability under this Agreement only to the extent stated in this Section 10.
- 10.2 Our liability to You in contract or tort (including negligence) in relation to this Agreement and associated SOWs, Order Forms or Change Orders: shall be limited to an amount corresponding to the fees paid by You for the provision of services under this Agreement, or such statement of work, Order Form or Change Order, during the twelve month period preceding the incident which caused the liability.
- 10.3 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.
- 10.4 Each provision of this Section 4 limiting or excluding liability operates separately in itself and survives independently of the others.
- 10.5 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.

11 Force Majeure

11.1 Neither Party hereto shall be responsible or liable in any way for failure, delay or omission carrying out the terms of this Agreement resulting from any cause or circumstance beyond its reasonable control, including, but not limited to, fire, flood, other natural disasters, war, labor strike, interruption of transit, terrorist acts, accidents, civil commotion, and acts of any governmental authority, provided, that the Party so affected shall give prompt notice thereof to the other.

11.2 No such failure, delay or omission shall terminate this Agreement, and each Party shall complete its obligations hereunder as promptly as reasonably practicable following cessation of the cause or circumstance of such failure or delay, provided, however, that if any of the above conditions continues to exist for more than three (3) months after the date of any notice given with regard thereto, either Party may terminate this Agreement forthwith upon written notice to the other Party. In such case no Party shall have any liability to the other Party.

12 Term and termination

This Agreement shall apply until terminated pursuant to this Section 12.

- 12.1 This Agreement may be terminated with immediate effect;
- a) by either Party if the other Party materially breaches any obligation this Agreement and which (in the case of a breach capable of being remedied) has not been remedied within thirty (30) days after a written request to remedy the same;
 - b) by either Party if the other Party is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets;
 - c) by either Party if the other Party's performance is substantially prevented for more than ninety (90) days as a consequence of Force Majeure pursuant to Section 11 above; or
- 12.2 If this Agreement is terminated, each Party shall immediately return to the other Party all goods, documents and other items received from the other Party.
- 12.3 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.
- 12.4 Any termination of this Agreement pursuant to this Section 12 shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

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

13.1 General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any claim or dispute arising out of or in connection with this Agreement, and how such claim or dispute should be resolved, depend on where You are domiciled.

If You're domiciled in:	You are contracting with:	Notices should be addressed to:	The Governing law, without regard to its principles of conflict of laws, is:	Any claim or dispute shall be resolved by arbitration according to the following clause:
Sweden	Medius Sweden AB Platensgatan 8 S-582 20 Linköping Sweden	Medius Sweden AB Platensgatan 8 S-582 20 Linköping Sweden Email: finance@medius-group.com	Swedish law	Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute"). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the amount in dispute (including any counterclaims) exceeds SEK 1,000,000. Where the amount in dispute exceeds SEK 1,000,000, the Arbitration Rules of the SCC Institute shall apply. The arbitration tribunal shall however under all circumstances be composed of a sole arbitrator. The place of the arbitration shall be Stockholm, Sweden, and the language in the proceedings shall be English.
Norway	Medius AS Rådhusgata 23 NO-0158 Oslo Norway	Medius AS Rådhusgata 23 NO-0158 Oslo Norway Email: finance@medius-group.com	Norwegian law	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Oslo, Norway. The language to be used in the arbitral proceedings shall be English.
Denmark	Medius Aps Delta Park 46 DK-2655 Vallenbæk Denmark	Medius Aps Delta Park 46 DK-2655 Vallenbæk Denmark Email: finance@medius-group.com	Danish law	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English.
Netherlands, Belgium, France	Medius Business Process Software B.V. Parade 18 5211 KL's 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.
USA, Canada	Medius Software Inc. 14 E 44th St FL 5 New York, NY 10017 USA	Medius Software Inc. 14 E 44th St FL 5 New York, NY 10017 USA Email: finance@medius-group.com	Law of the State of New York	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be New York, USA. The language to be used in the arbitral proceedings shall be English.
Rest of the World	Medius International AB Platensgatan 8 S-582 20 Linköping Sweden	Medius International AB Platensgatan 8 S-582 20 Linköping Sweden Email: finance@medius-group.com	French law	All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Paris, France. The language to be used in the arbitral proceedings shall be English.

14 Miscellaneous

- 14.1 This Agreement with appendices constitutes the Parties full regulation of all matters discussed in this Agreement. All and any possible written and/or oral undertakings and promises preceding this Agreement are replaced by this Agreement. Changes and/or additions to this Agreement shall be made in writing and signed by both Parties.
- 14.2 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.
- 14.3 Each Party undertakes to carry out all measures under the applicable data protection legislation, in connection with any processing of personal data carried out by Us. In particular, without limitation, You shall procure the necessary consents from registered persons who are Your employees or otherwise registered by You or at Your request and provide any prescribed information to such persons.
- 14.4 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.
- 14.5 Changes of postal address, e-mail address or telephone shall be notified to the other Party.