

**Flowscape AB**  
**Partner Agreement**

**THIS AGREEMENT** is entered into on [TODAY'S DATE] ("**Commencement Date**")

**BETWEEN:**

- (1) **FLOWSCAPE AB** a company registered in Sweden (under company number 556866-9625) of Saltmätargatan 8, 113 59 Stockholm ("**Flowscape**"); and
- (2) **PARTNER NAME**, a company registered in **Country** (under company number **XXXXXXXX**) of **Registered address** ("**Partner**").

The above parties are hereinafter each referred to as a "**Party**" and jointly as the "**Parties**".

**WHEREAS:**

Flowscape and Partner wish to enter into this Agreement to formalise the terms and conditions on which Partner shall resell Software, Products and Services from Flowscape.

1. **DEFINITIONS AND INTERPRETATIONS**

Where a term used in this Agreement starts with capital letters, it has a defined meaning, usually set out in Schedule 1, which also sets out some rules to be used in interpreting this Agreement.

2. **AGREEMENT DOCUMENTS**

The following documents (as amended from time to time) constitute the Agreement:

This main body of this Agreement

Schedule 1 – DEFINITIONS AND INTERPRETATION

Schedule 2 – SERVICE LEVEL TERMS

Schedule 3 – DATA PROCESSING AGREEMENT

Schedule 4 - PRICE LIST

Schedule 5 – AGREED DEVIATIONS

Schedule 6 – END USER LICENSE AGREEMENT

If there is any inconsistency between the terms of the main body of this Agreement and the appendices, then order of precedence shall be as follows: Schedule 5, main body of this Agreement, Schedule 1, Schedule 2, Schedule 4 and Schedule 5.

Schedule 3 and Schedule 6 is agreements between End Customer and Flowscape.

3. **TERM**

This Agreement will commence on the Commencement Date and will continue for 3 years (the "Initial Term") unless terminated sooner in accordance with its terms. On expiry of the Initial Term, this Agreement will automatically renew for further 12 month periods until one party terminates by providing no less than 60 days written notice prior to the end of the current 12 month period.

4. **SUPPLY OF PRODUCTS, SOFTWARE AND SERVICES**

- 4.1 Flowscape will not be liable to provide (and the Partner will not be liable to pay for) any Products, Software or Services unless and until a Purchase Order has been sent and accepted according to clause 4.4. Each Purchase Order will be separately terminable in accordance with clauses 15.
- 4.2 Flowscape will supply the Products, Software and/or Services in accordance with the provisions of this Agreement and each Purchase Order.

- 4.3 If a Purchase Order conflicts with the provisions of the terms set out in this Agreement, the provisions of that Purchase Order will take precedence in relation to the Products, Software and/or Services to be supplied in accordance with that Purchase Order.
- 4.4 Flowscape will notify Partner whether it accepts the proposed Purchase Order, and approval will not be unreasonably withheld or delayed. Where Flowscape rejects a proposed Purchase Order, Flowscape shall give the specific reasons for any such rejection.
- 4.5 Flowscape shall deliver to Partner such quantities of the Products, Software and/or Services, and in such manner, as agreed under the relevant Purchase Order.
- 4.6 Flowscape may engage sub-contractors to perform its obligations under the Agreement. Flowscape shall be liable for its subcontractors' work as if it had been performed by Flowscape itself.
- 4.7 The Partner shall comply with any written instructions provided by Flowscape or its subcontractors from time to time for the use or installation of the Products, Services and/or Software.
- 4.8 Flowscape appoints Partner as a non-exclusive reseller of Products, Software and Services within the Territory.

## 5. **TECHNICAL INFORMATION**

Flowscape shall provide updated technical documentation at Flowscape's Web Page.

## 6. **LICENCE TO THE SOFTWARE**

- 6.1 Subject to the terms of this Agreement and the Partner's adherence thereto, Flowscape grants to the Partner a non-exclusive, irrevocable (during the term of this Agreement, unless otherwise stated in this clause 6), non-transferable, right to resell the Software within the Territory, specified in Purchase Order/-s entered into between Flowscape and the Partner in accordance with what is set forth in this Agreement.
- 6.2 The Partner agrees not to:
- 6.2.1 decompile, disassemble or reverse engineer the Software;
  - 6.2.2 modify or create any derivative works (including, without limitation, translations, transformations, adaptations or other recast or altered versions) based on the Software;
  - 6.2.3 merge the Software with any other software except as expressly set forth in the Documentation;
  - 6.2.4 use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by this Agreement or a Purchase Order;
  - 6.2.5 enable any Software features or capacity which the Partner's licenses as separate products without Flowscape's prior written consent; or
  - 6.2.6 permit or encourage any third party to do any of the foregoing.
- 6.3 The notice of copyright or other marking concerning ownership rights of the Software or medium on which the Software is made available may not be altered or deleted by the Partner. The same applies to the corresponding markings on Products and Documentation.

## 7. RIGHT TO AUDIT

7.1 Flowscape are entitled to audit (either through own staff or appointed auditors and advisors) Partner's books and relevant computer systems in order to verify the compliance with the terms of this Agreement and any applicable legislation, regulations and/or regulatory requirements. Partner will cooperate with the audit and will grant assistance and access to applicable records, materials, equipment, and personnel. If an audit reveals that the Partner possesses or at any time possessed any unlicensed copies of the Software or use of the Software beyond the licensed features or capacity restrictions, Partner will pay Flowscape the applicable license fees immediately upon request. All information subject to such audit shall remain strictly confidential and Flowscape and Partner undertakes to ensure that all staff, auditors and advisors appointed by Flowscape and the Partner are bound by confidentiality agreements.

7.2 Licensor or Flowscape shall give Partner reasonable notification before such audit shall take place. Each party shall bear its own costs in connection with preparations for and execution of such audit.

## 8. SUPPORT & MAINTENANCE

8.1 The Support to be provided to the Partner and End Customer is specified in Schedule 3.

## 9. PAYMENT

9.1 In consideration of the sale and provision of Products, Software and/or Services to the Partner under this Agreement and Purchase Orders, the Partner shall pay to Flowscape the fees set out in the current Price List and agreed under the relevant Purchase Order.

9.2 Flowscape may invoice the Partner as follows:

9.2.1 50% of the Purchase Order price related to Products and Services when a Purchase Order has been confirmed in accordance with clause 4.4 above;

9.2.2 remaining Purchase Order price related to Products and Services on the Delivery Date. The title to the Products goes over to the Partner when the final payment of the Products has been done;

9.2.3 for Software and Support fees starting from the Delivery Date. Thereafter the invoicing is done continuously in advance on each anniversary or otherwise agreed upon in the relevant Purchase Order.

9.3 If nothing else is stated in a quotation all prices are excluding VAT and export or import taxes and the shipment terms are Incoterms EXW from our distribution hub in Stockholm.

9.4 All payments shall be made within thirty (30) days after the invoice date unless otherwise agreed by the Parties in the Purchase Order.

9.5 Flowscape may charge a monthly interest rate of 0.5% on all undisputed sums outstanding beyond the date on which they are due for payment under each Purchase Order.

## 10. CONTINUITY OF SUPPLY AND NEW PRODUCTS

10.1 If during the term of the Agreement Flowscape decides to permanently cease to sell any item of the Products ("**Discontinued Product**"), Flowscape shall:

10.1.1 notify the Partner in writing without any undue delay after Flowscape becomes aware that the Product will become a Discontinued Product; and

10.1.2 offer Partner the opportunity to make a final purchase of the Discontinued Product based on the current Price List with delivery to be completed within the period

detailed in FlowScape's notice (which shall not be less than three (3) months from the date of the notice).

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 Ownership of Intellectual Property Rights will be dealt with as follows:

11.1.1 any Pre-Existing Intellectual Property Rights shall belong to the Party from which such Intellectual Property Rights originate;

11.1.2 the Intellectual Property Rights in any material, including the Products and Software, supplied by FlowScape to the Partner and End User in connection with this Agreement will be owned by FlowScape or its licensors. The Partner shall promptly bring to the attention of FlowScape any improper or wrongful use of FlowScape's or its licensors Intellectual Property Rights of which the Partner becomes aware; and

11.1.3 FlowScape has a non-exclusive and limited license to use any Intellectual Property Rights of the Partner and End User to the extent required for FlowScape to comply with its obligations under the Agreement and the respective Purchase Order.

11.2 FlowScape shall indemnify the Partner ("**Indemnified Parties**") against any loss or damage suffered or incurred by the Indemnified Parties as a result of any claim by a third party that the Products, Software or Services or the authorised use or possession of such by the Indemnified Parties in accordance with this Agreement and the applicable Purchase Order infringes the Intellectual Property of any third party ("**Third Party Claim**").

11.3 In relation to each Third Party Claim:

11.3.1 the Indemnified Party must inform FlowScape in writing as soon as it becomes aware of a claim and give FlowScape as much information as it can in relation to it;

11.3.2 the Indemnified Party must not make any admissions in relation to the claim without obtaining FlowScape's permission first; and

11.3.3 if FlowScape asks the Indemnified Party to do so, the Indemnified Party must let FlowScape take over dealing with the claim in full on the Indemnified Party's behalf.

11.4 The indemnity set out in clause 11.2 shall not apply to the extent that any alleged or actual infringement is as a result of or in connection with any unauthorised use, license or modification of the Products by the Partner or an End-User. FlowScape shall have the right to alter or replace all or any part of the Software, Product or Service without materially affecting its functionality, compatibility or performance, in order to avoid any infringement.

## 12. WARRANTY

12.1 Each Party warrants to the other that:

12.1.1 it has full power and authority to enter into this Agreement; and

12.1.2 it shall comply fully with industry practice and applicable law with regards to its obligations under the Agreement and the relevant Purchase Order.

12.2 FlowScape warrants that FlowScape and/or its licensors owns the Intellectual Property Rights in the Products and Software, and/or is sufficiently licensed to supply the Products and Software to the Partner and End Users in the manner contemplated by this Agreement.

12.3 The Hardware Warranty Period of all Products are specified at FlowScape's Web Page. If nothing is specified the Hardware Warranty Period is 12 months. The Hardware Warranty Period starts at the Delivery Date. The Partner takes the cost for sending the Product to FlowScape's repair centre and FlowScape takes the cost for sending it back to the Partners premises.

12.4 The Partner warrants that authorized staff at each End User accepts the End User License Agreement in Schedule 6 before starting to use the Software. The Partner is responsible for enforcing compliance by the End User with the End User License Agreement. If the End User fails to agree to or comply with or the Partner fails to enforce compliance with the End User License Agreement, the Partners shall defend, indemnify and hold harmless FlowScape against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with such failure. In such circumstances, FlowScape shall

12.4.1 provide the Partner with prompt notice of any such claim;

12.4.2 provides reasonable co-operation to the Partner in the defence and settlement of such claim, at the Partner's expense; and

12.4.3 give sole authority to the Partner to defend or settle the claim

### 13. LIMITATIONS OF LIABILITY

13.1 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either Party or their agents or employees, fraudulent misrepresentation, under any indemnity included in this Agreement.

13.2 Subject to clauses 13.1 and 13.3, the total liability of either Party whether in contract, tort, negligence, pre contract or other representation or otherwise arising out of or in connection with this Agreement or its performance shall be limited in relation to each event or series of connected events to; 100% of all sums received by FlowScape from the Partner in the twelve (12) months immediately preceding the most recent event giving rise to liability and if less than 12 months has passed since the Commencement Date 100% of the sum estimated to be received by FlowScape from the Partner during a twelve (12) months period.

13.3 Neither Party shall be liable to the other Party under, or in connection with, this Agreement in contract, tort, negligence, pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any:

13.3.1 loss of business;

13.3.2 loss of contracts;

13.3.3 loss of profits; or

13.3.4 any indirect, special or consequential loss.

13.4 The Parties shall take all reasonable measures in order to prevent or limit any damage, provided that it can be done without unreasonable cost or inconvenience.

13.5 The limitations of liability set out in this clause 13 shall not apply to Third Party Claims as set out in clause 11, breach of confidentiality as set out in clause 14, or breach by the Partner of any license term set out in the Agreement and/or a Purchase Order.

### 14. CONFIDENTIALITY

14.1 Both Parties agree with each other to keep all information that they obtain about the other concerning the business, finances, technology and affairs of the other and its Affiliates, regardless

of its nature ("**Confidential Information**"), strictly confidential and only use such Confidential Information with the sole purpose of complying with its obligations, or exercising its rights, under the Agreement and relevant Purchase Order.

- 14.2 The obligations contained in this clause 14 will not apply to any Confidential Information which:
- 14.2.1 was in the public domain at the time of disclosure, other than through breach of this Agreement;
  - 14.2.2 was lawfully in a Party's possession prior to such disclosure and was not acquired directly or indirectly from a third party under an obligation of confidence;
  - 14.2.3 is or becomes public knowledge by act or acts other than those of the provider of the Confidential Information or any person related to the provider of the Confidential Information; or
  - 14.2.4 is furnished to the recipient without restriction by any third party having a right to do so.

For the purposes of this clause 14, no Confidential Information will be deemed to be in the public domain merely because such information is embraced by more general information.

- 14.3 The Partner shall make its employees aware of the confidential nature of the Software and Documentation and shall ensure that they are prohibited from copying or revealing the same other than as expressly authorised by this Agreement.
- 14.4 Flowscape and the Partner have the right to issue a press release regarding this Agreement but both Parties must first in writing approve the full press release. This consent shall not be unnecessary withheld. Flowscape also has the right to refer to the Partner as a reseller of Flowscape's Products, Software and/or the Services at Flowscape's web page and in other marketing material. Partner has the right to state that they are a reseller of Flowscape's Products, Software and/or the Services at Partner's web page and in other marketing material.

## 15. **TERMINATION**

- 15.1 Flowscape or Partner may terminate the Agreement or a Purchase Order if the other Party materially breaches any term of the Agreement or a Purchase Order and the breaching party fails to remedy the breach within thirty (30) days after being asked to do so.
- 15.2 Either Party may terminate this Agreement (and all Purchase Orders entered into in relation to it) if the other Party suffers an Insolvency Event.
- 15.3 Either Party is entitled to immediately terminate this Agreement in writing with immediate effect if the other Party is subject to Change of Control, which in a reasonable opinion would be detrimental to the other Party's interest.
- 15.4 Either Party may with immediate effect terminate this Agreement (and all Purchase Orders entered into in relation to it) immediately if the other Party acts in contravention of anti-corruption legislation. The Party who terminates the Agreement upon this clause will be in no way liable to the other Party in respect of such termination for payment of damages or any other form of compensation.

## 16. **CONSEQUENCES OF TERMINATION**

- 16.1 Upon termination of this Agreement or a Purchase Order:
- 16.1.1 The Partner may resell and End User may continue to use (as applicable) any Products which it has purchased from Flowscape, and the terms and conditions of this Agreement shall apply to such Products;

- 16.1.2 The Partner agrees with FlowScape to promptly provide FlowScape with all outstanding payments (if any) due to it and to inform End User to cease using the Software and the Documentation in its possession, where applicable; and
- 16.1.3 To the extent the Parties before the date of the termination have agreed on a Purchase Order regarding provision of the Software, the End User may continue to use the Software for the full term of the license, provided that the Agreement or relevant Purchase Order has not been terminated due to a breach of contract by the Partner or End User.
- 16.2 The provisions of clauses 9, 11 to 14, 16 and 20.8 shall survive termination or expiry of this Agreement, along with any other clauses which are by their nature intended to survive termination or expiry.
17. **ASSIGNMENT**
- 17.1 Neither Party shall assign, transfer charge or deal in any other manner with this Agreement, including Purchase Orders, or its rights hereunder or part thereof, or purport to do any of the same any or all of its obligations under this Agreement unless otherwise expressly set out in the Agreement or Purchase Order, or without the written consent of the other Party (such consent not to be unreasonably withheld or delayed), except that FlowScape, in its sole discretion, may assign any part or the whole of this Agreement, including Purchase Orders, to any member of the FlowScape Group Companies.
18. **NOTICES**
- 18.1 All notices, agreements and consents under this Agreement and each Purchase Order shall be in writing in the English language. Notices shall be sent to the address the legal entity is registered at or digital addresses stated in the Purchase Order(s) or to such other address as either party shall notify to the other in accordance with this clause 18.1. Any notice may be delivered by hand or registered post or confirmed email and shall be treated as having been delivered:
- 18.1.1 if sent by hand, when delivered; and
- 18.1.2 if by registered post, forty-eight (48) hours after posting.
- 18.1.3 if by email, when confirmed.
19. **PERSONAL DATA**
- 19.1 FlowScape will process personal data on behalf of End Users. The Partner warrants that authorized staff at each End User accepts to enter the Data Processing Agreement in Schedule 3 before using the Software. If End Users does not accept to enter the Data Processing Agreement in Schedule 3 then they shall immediately stop using the Software or;
- 19.1.1 enter a customer specific Data Processing Agreement between End User and FlowScape. This customer specific Data Processing Agreement will then replace FlowScape's Data Processing Agreement in Schedule 3. If a customer specific Data Processing Agreement shall be entered FlowScape has the right to charge 100 Euro per worked hour reviewing and negotiating the customer specific Data Processing Agreement.
20. **GENERAL**
- 20.1 This Agreement (as amended from time to time) and effective Purchase Orders, together with any document expressly referred to in any of its terms, contains the entire agreement between the Parties relating to the subject matter covered and supersedes any previous agreements,



- arrangements, undertakings or proposals, written or oral, between the Parties in relation to such matters.
- 20.2 No addition to, or modification of, any provision of this Agreement or any Purchase Order shall be binding on the Parties unless made in writing and executed by each Party.
- 20.3 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 20.4 The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impact the continuation in force of the remainder of this Agreement.
- 20.5 Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either Party as the agent of the other Party for any purpose whatsoever and neither Party shall have the authority or power to bind the other Party or to contract in the name of, or create a liability against, the other Party in any way or for any purpose.
- 20.6 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original but all the counterparts together shall constitute one and the same instrument.
- 20.7 The Parties shall use their respective reasonable efforts to procure, so far as they are able, that any necessary third parties shall execute and perform all such further deeds, documents, assurances, acts and things as any of the Parties may reasonably require, by notice in writing to the other to carry the provisions of this Agreement or relevant Purchase Order into effect.
- 20.8 If nothing else is agreed in a Purchase Order this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Swedish law. Any disputes, controversy or claim arising out of or in connection with this Agreement, which remain unsolved thirty (30) days after they were first notified by one party to the other, in writing, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (“**SCC**”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English or in any other language if the Parties agree.

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EXECUTED by the Parties:

Signed on behalf of **Flowscape**

Signed on behalf of **Partner**

Date:.....

Date: .....

Authorised Signature

Authorised Signature

.....

.....

Name:.....

Name: .....

Title: .....

Title: .....

## SCHEDULE 1 – DEFINITIONS AND INTERPRETATION

### 1. DEFINITIONS

1.1 In this Agreement the following terms shall have the following special meanings:

TERM	DEFINITION
<b>Affiliate</b>	means an entity under Common Control with the relevant party to this Agreement. The “Affiliates” of the Partner include all Partner Group Companies and the “Affiliates” of Flowscape include all Flowscape Group Companies;
<b>Agreement</b>	means this agreement and all the appendices and other documents attached to it or incorporated by reference into it (all as amended or added to from time to time);
<b>Commencement Date</b>	means the date when this Agreement was entered between the parties.
<b>Confidential Information</b>	means as defined in clause 14;
<b>Change of Control</b>	means: (i) any other person or entity acquires beneficial ownership of securities of any of the Parties or entity representing more than 50 % of the voting power or the then outstanding securities of that Party or entity; or (ii) any of the Parties or entity enters into merger, consolidation or similar transaction with another person or entity in which the concerned in this Agreement is not the surviving entity in such transaction; or (iii) any other similar event where the voting or analogous control over the decisions taken by any of the Parties changes;
<b>Partner Group Company</b>	means at any relevant time, in relation to Partner, the group (Sw. koncern) which the Partner belongs to;
<b>Discontinued Product</b>	means as defined in clause 10.1;
<b>Documentation</b>	means documentation regarding the Software provided by Flowscape to the Partner;
<b>Delivery Date</b>	means for: i) Products, the date when the Products arrive to the agreed delivery address; ii) Software when the Software is made available to the Partner; and iii) Services, the date the Services have been provided to the Partner;
<b>Data Processing Agreement</b>	means the legally binding agreement to be entered into between End User and the Flowscape in that regulates the particularities of data processing of End Users data.
<b>End-User</b>	means the ultimate end customer being a third party who is granted a right to use the Software and Products solely for such third party’s own operations and not for purposes of any further distribution;
<b>End User License Agreement</b>	means the license agreement between End User and Flowscape for using the Software. The agreement is attached in Schedule 6.
<b>Flowscape’s Web Page</b>	means www.flowscapecompanies.com and all web pages hosted under this domain.
<b>Flowscape Group Companies</b>	means Flowscape and its Affiliates;

<b>Hardware Warranty Period</b>	means the period when the Partner free of charge can send in the hardware with material defects for repair or if this is not possible replacement.
<b>Initial Term</b>	means as defined in clause 3;
<b>Insolvency Event</b>	means, in relation to a person, any of the following: (i) a meeting of creditors of that person being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement (Sw. frivillig uppgörelse) as defined in the Insolvency Act (Sw. Konkurslag (1987:672)) being proposed by or in relation to that person; (ii) a chargeholder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of that person; (iii) that person ceasing to carry on business or being deemed to be unable to pay its debts within the meaning of the Insolvency Act ; (iv) that person or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of that person; or (vi) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets;
<b>Intellectual Property Rights</b>	means all copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered, including (without limitation) patents, trademarks, service marks, trade names, database rights, registered designs and any applications for the protection and registration of these rights and all renewals and extensions thereof throughout the world;
<b>Pre-Existing Intellectual Property Rights</b>	means Intellectual Property Rights of each Party existing prior to the signing of this Agreement or developed independently hereof;
<b>Price List</b>	means the prices specified in Schedule 4 PRICE LIST.
<b>Products</b>	means the hardware products set out in the Purchase Order(s). For further specification of the Hardware see <a href="http://www.flowscapesolutions.com/products">www.flowscapesolutions.com/products</a> .
<b>Purchase Order</b>	means as defined in clause 4.1;
<b>Services</b>	means the services set out in Schedule 4 PRICE LIST or special services specified in referred quotation.
<b>Software</b>	means the software solutions set out in the Purchase Order(s). For further specification of the Software functions see <a href="http://www.flowscapesolutions.com/solutions">www.flowscapesolutions.com/solutions</a> .
<b>Support</b>	means the support and maintenance as regards the Software provided by FlowScape and its Software Supplier and sub-contractors (as applicable), the terms of which are set in Schedule 2 (Service level terms);
<b>Territory</b>	means all countries in Europe and North America.
<b>Term</b>	means the term for each Purchase Order defined in clause 3.
<b>Third Party Claim</b>	means as defined in clause 11.2;
<b>Working Day</b>	means Mondays to Fridays, excluding days on which banks are closed for business in Sweden; and

<b>Working Hours</b>	means such hours during Working Hours when banks are generally open for business in Sweden.
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## 2. INTERPRETATION

1.1 In this Agreement, unless it says otherwise:

- (a) reference to a person includes a legal person (such as a limited company) as well as a natural person;
- (b) reference to "including" in this Agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words;
- (c) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation; and
- (d) references to clauses or appendices shall be to those in this Agreement.

Any software supplied or licensed under this Agreement will not be treated as goods within the meaning of the Sale of Goods Act (Köplag (1990:931)). Firmware will be treated as part of the goods in which it is installed.

## SCHEDULE 4 – PRICE LIST

In this schedule all prices under this Agreement are stated.

### 1. STANDARD PACKAGES

No.	Product	Unit	On delivery	Yearly
900-00098	Philips panel hardware (10 inch, glass mount)	/panel		
900-00080	Flowscape panel hardware (Black, no WiFi, 7 inch)	/panel		
860-00064	Room panel solution	/panel		
860-00105	Room Booking Solution Basic	/room		
860-00106	Room Booking Solution Pro	/room		
860-00107	Room Booking Solution Enterprise	/room		
860-00070	Drop-in room solution	/room		
860-00068	Desk Management Solution	/desk		
900-00078 (EU) 900-00086 (US)	Room & desk sensor (requires 860-00109)	/desk or room		
900-00076 (EU) 900-00084 (US)	Busy Light (requires 860-00109)	/desk or room		
860-00109	Management of LoRa devices	/desk or room		
900-00053	Desk dongle	/desk		
900-00100	43-inch kiosk screen with PC and floor stand	/unit		
860-00115	Standalone Workplace analytics solution with sensor	/desk or room		
860-00119	Workplace analytics setup cost	/floor		
860-00063	Building Messaging solution	/user		
860-00073	Server set up & installation – Cloud	/Customer		
900-00077 (EU) 900-00088 (US)	LoRa Sensor gateway One Gateway every floor & max 1000 sqm.	/unit		
620-00015	Map drawing	/sqm		
860-00111	Map maintenance	/sqm		
620-00013	Pre configuration of sensors, desk dongle and busy light.	/item		
620-00009	Room panel pre configuration	/panel		

### 2. EXTENDED SOLUTIONS

No.	Product	Unit	On delivery	Yearly
860-00038	Indoor positioning including installation	/sqm		
860-00039	Indoor positioning license	/sqm		
860-00062	Colleague Finder solution	/sqm		
620-00014	Visitor management solution - Setup	/reception		
860-00113	Visitor management solution - License	/reception		

**3. HARDWARE PRODUCTS**

No.	Product	Unit	Fee
900-00094	Room panel frame silver	/frame	
900-00095	Room panel frame white	/frame	
900-00096	Flowscape panel (Black, EU WiFi, 7 inch, glass mount)	/unit	
900-00097	Flowscape panel (Black, US WiFi, 7 inch, glass mount)	/unit	
900-00101	43-inch kiosk screen with PC and wall mount	/unit	
900-00058	Pre-configured PC for other kiosk screens.	/unit	

**4. SPARE PARTS**

No.	Product	Unit	Fee
860-00117	Masking cap kit for room & desk sensor <sup>1</sup>	/bag	
860-00118	Mounting bracket for room & desk sensor <sup>2</sup>	/unit	
445-00006	Room panel wall mount bracket T230	/unit	
900-00028	Flat ethernet cable 5 meters for room panel	/cable	

**5. SERVICES**

No.	Product	Unit	Fee
620-00002	Server set up & installation – On Prem	/server	
620-00010	Other installation services	/hour	
640-00001	Education (half day)	/half day	
630-00001	Support services not included in monthly fee	/hour	

The hourly rate is X € during travel time.

Cost for transportation, allowance and hotels are added when the installation is done more than 30 km away from a Flowscape office with field engineers.

<sup>1</sup> Each bag contains 10 caps of each type.

<sup>2</sup> Each bag contains 10 mounting brackets.

## SCHEDULE 5 – DEVIATIONS

Here all the agreed deviations from the standard contract shall be listed.

1. Deviation one...