

# **Flowscape**

## **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 Sveavägen 64, 111 34 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**

- 1.1 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

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 is an agreement 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

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

## 6. SUBSCRIPTION TERM AND RENEWAL

6.1 Unless otherwise stated in the applicable Commercial Terms, the subscription begins on the date when the Service is first made available to Customer and Customer receives access credentials to the Service (the Subscription Start Date).

6.2 The subscription continues for the initial term specified in the Commercial Terms (the Initial Subscription Term). If no term is specified, the Initial Subscription Term shall be twelve (12) months.

6.3 After the Initial Subscription Term, the subscription shall automatically renew for successive periods of twelve (12) months (each a Renewal Term, and together with the Initial Subscription Term, the Subscription Term) unless either Party gives written notice of non-renewal no later than three (3) months before the end of the then-current Subscription Term.

6.4 Flowscape may send a renewal reminder before expiry of the current Subscription Term, but failure to send such reminder shall not affect the automatic renewal under clause 6.3.

6.5 Customer may from time to time request an increase in the number of licences, users or other subscription metrics. Any such increase must be communicated to Flowscape in writing (including via the Service, email or another agreed channel). Flowscape will confirm the additional licences and invoice them in accordance with the pricing set out in the Commercial Terms.

6.6 Unless otherwise agreed in writing, additional licences shall run for the remainder of the then-current Subscription Term and shall automatically be included in the licence volume for the next Renewal Term.

6.7 Licence quantities committed in the Commercial Terms may not be reduced during the then-current Subscription Term. Any reduction may only take effect from the start of the next Renewal Term if agreed by the Parties.

## 7. LICENCE TO THE SOFTWARE

7.1 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.

7.2 The Partner agrees not to:

7.2.1 decompile, disassemble or reverse engineer the Software;

7.2.2 modify or create any derivative works (including, without limitation, translations, transformations, adaptations or other recast or altered versions) based on the Software;

7.2.3 merge the Software with any other software except as expressly set forth in the Documentation;

7.2.4 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;

- 7.2.5 enable any Software features or capacity which the Partner's licenses as separate products without Flowscape's prior written consent; or
  - 7.2.6 permit or encourage any third party to do any of the foregoing.
- 7.3 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.
- 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 EXW (Incoterms 2020) from Flowscape's distribution hub.
- 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 1.0% 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 Clause 10.1, 10.3 and 10.4 before starting to use the Software. If the End User fails to agree to or comply with or the Partner fails to enforce compliance with Clause 10.1, 10.3 and 10.4, 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 gross 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 12 shall not apply to Third Party Claims as set out in clause 10, breach of confidentiality as set out in clause 13, or breach by the Partner of any license term set out under clause 6 of 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 partner of Flowscape at Flowscape's web page and in other marketing material. Partner has the right to state that they are a partner of Flowscape 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 11, 12.3, 13, 14 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 150 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 administrated 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.

---

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 <a href="http://www.flowscapecompanies.com">www.flowscapecompanies.com</a> 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 the world, except countries banned (by restrictive measures and other sanctions) by EU and/or US.  |
| <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. |
|----------------------|---|

## 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 2 – SERVICE LEVEL TERMS

### 1. SCOPE

In this Schedule the availability, maintenance and support of the Software is described.

### 2. DEFINITIONS

All the definitions in the Agreement applies here to this Schedule 2. In the list below definitions only used in this Schedule 2 are stated.

“**Availability Level**” has the meaning given to it in Section 3.2.

“**Error Report**” means a registered problem at Flowscape’s Help Desk describing an Error.

“**Error**” means any defects in the Software which cause it not to perform, function or operate in accordance with this Agreement.

“**First Line Help Desk**” means a person or team that the End Users can contact to get help with issues with the Software. The First Line Help Desk shall be able to help the End Users with all functionality described in the user manuals available at Flowscape’s Web Page.

“**Planned Downtime**” means a downtime that is announced in writing to Partner at least seven (7) days in advance.

“**Service Time**” means time the Software shall be available according to Section 3.1.

“**Second Line Help Desk**” means a person or a team the handles issues with the overall Product or Software questions not described in the user manuals.

“**Section**” means a paragraph in this Schedule 2.

“**Support Time**” means 8am to 5pm CET Monday to Friday excluding bank holidays in Sweden.

“**Severity Classification**” means the severity level Critical, High, Medium and Low of the Error Report.

“**Unplanned Downtime**” has the meaning given to it in Section 3.4

### 3. SERVICE LEVEL AGREEMENT

3.1 The Software shall be available all around the clock all days a year (usually described as 24/7).

3.2 The Availability Level should be at least ninety-nine point five (99.5) percent measured during a calendar month, excluding the Planned Downtime. Availability Level (“Availability Level”) is calculated using the following formula:

$$\frac{\text{total Service Time during one month} - \text{Planned Downtime} - \text{Unplanned Downtime}}{\text{total Service Time during one month} - \text{Planned Downtime}}$$

3.3 If the Software does not perform according to the Agreement the Partner or the End User shall register an Error Report with a Severity Classification and a full description of the problem. Then Flowscape shall take the following actions:

| Severity Classification | Description   | Time to start trouble shooting | Target time to resolution |
|-------------------------|---|--------------------------------|---------------------------|
| Severity 1<br>Critical  | All parts of the Software are unresponsive or unavailable.  | 2 hour                         | 4 hours                   |
| Severity 2<br>High      | The Software is working but a major key function in the Software is unresponsive or unavailable.  | 4 hours                        | 8 hours                   |
| Severity 3<br>Medium    | One or more Products connected to the Software is unresponsive in more than 10 seconds or unavailable. Or several users connected to the Software experience it as unresponsive in more than 10 seconds or unavailable. | 5 days                         | 14 days                   |
| Severity 4<br>Low       | A minor impact on basic functionality of the Service.   | 15 days                        | Next planned release      |

3.4 Only issues belonging to Severity 1 or Severity 2 shall be considered as Unplanned Downtime (“**Unplanned Downtime**”).

3.5 If Flowscape after investigating the Error Report reasonably, consider that it shall have another Severity Classification Flowscape has the right to change the Severity Classification of the Error Report. If Flowscape considers that the Error Report requests to add functionality or enhance performance beyond the specification of the Software, it shall not be classified as an Error Report.

3.6 Flowscape has a target resolution time but cannot guarantee that this is fulfilled. Flowscape will do its best effort to fulfil the target resolution time. A resolution can be a patch, workaround or change of configuration or any other solution Flowscape considers reasonable.

3.7 Flowscape is not responsible for errors caused by third party products not supplied by Flowscape; errors caused by the Partner or the End Users or errors caused by the Partner’s or the End Users’ use of the Software with any other than Flowscape ‘s prescribed equipment; accessories or system software; malfunction caused by software, hardware, hardware or network outside of Flowscape control as set out in the Agreement; Errors caused because the Partner or the End Users has not provided correct information or data, or has given incorrect or insufficient system requirements. For troubleshooting and error correction of issues for which Flowscape is not responsible, Flowscape has the right to reimbursement by Partner in accordance with the fees set out in Schedule 4 (Products, Services and Price list).

3.8 If the Availability Level for a month is less than stated in Section 3.2, the monthly fee for affected parts of the Software for that month will be reduced as follows. For pre-paid fees the fee is paid back within ninety (90) days after the month not fulfilling the Availability Level in this Section 3.2. To be able to get the monthly fee reduction Partner needs in writing to send this claim according to Clause 18 (Notice) of the main Agreement, to Flowscape within thirty (30) days after the month it concerns.

| Availability Level | Reduction in monthly fee |
|--------------------|--------------------------|
| 99.5 - 99.0        | 2%                       |
| 99.0 - 98.5        | 5%                       |
| 98.5 - 98.0        | 10%                      |
| 98.0 -             | 15%                      |

3.9 The Partner are not entitled to any other remuneration or penalties other than those stated in Section 3.8 in case the Software differs from the promised functionality availability in the Agreement.

- 3.10 Partner needs to assign the First Line Help Desk. It is Partner's responsibility to make sure that this First Line Help Desk over time has the right competence. Flowscape is responsible for the Second Line Help Desk.
- 3.11 Partner needs to assign at least one on site staff that can assist the Second Line Help Desk with onsite fault finding and configurations.
- 3.12 Partner is fully responsible for sending in failed hardware to Flowscape for repair or replacement if not possible to repair. Flowscape has the full responsibility of the shipment of the repaired unit back to Partner. Partner has the responsibility for all on site installation work in relation to failed units.
- 3.13 Flowscape shall handle Error Reports according Section 3.3 during Support Time. Deviations from this may time to time be agreed in writing with the Partner.
- 3.14 Any maintenance to the Software will be carried out by Flowscape during the communicated update schedule. Flowscape will communicate a planned release at least seven (7) days in advance. In case of an emergency update Flowscape will communicate this at least one (1) hour in advance.
- 3.15 The Help Desk is available through email [support@flowscapecolutions.com](mailto:support@flowscapecolutions.com).

## SCHEDULE 3 - DATA PROCESSING AGREEMENT

This data processing agreement ("**Data Processing Agreement**") applies when End User has purchased Software via a Partner rather than directly from Flowscape and no separate data processing agreement has been signed between End User and Flowscape.

By receiving, downloading, opening the file package or using the Software, you are accepting the terms of this Data Processing Agreement. This Data Processing Agreement is between End User and Flowscape. This Data processing Agreement will be in force as long as Flowscape has access to the Personal Data.

If you do not accept this Data Processing Agreement you must immediately: i) remove the Software from mobile phones, tablets, computers and; ii) stop use the Software.

### 4. DEFINITIONS

In this data processing agreement the following words and expressions shall have the meaning set out below:

"**Data Protection Legislation**" means all laws and regulations applicable to the processing of Personal Data under this DPA and the Agreement, such as but not limited to the General Data Protection Regulation (EU) 2016/679 ("GDPR") and all local implementing or supplementing laws thereto and any other applicable data protection or privacy laws.

"**Data Subject**" means an identified or identifiable natural person.

"**Data Processing Agreement**" or "**DPA**" means the data processing agreement entered between the Parties.

"**End User**" means the natural person or a legal entity that has purchased the License to the Software or otherwise uses the License to the Software in accordance with these Requirements, also referred to as "**you**" or "**your**" under these Requirements.

"**End User License Agreement**" means the agreement Flowscape and End User has entered for the End Users usage of the Software.

"**Flowscape**" means Flowscape AB company registered in Sweden (under company number 556866-9625) of Saltmätargatan 8, 113 59 Stockholm

"**Personal Data**" means any information relating to an identified or identifiable natural person ("Data subject"). Such information can be for example: name, identification number, email address, location data and online identifier.

"**Partner**" means the authorised party that has resold the Software to End User.

"**Section**" means a section of this SCHEDULE 3 - DATA PROCESSING AGREEMENT.

"**Software**" means the software from Flowscape and its licensors, sub-licensed under the End User License Agreement.

"**Sub-Processor**" means the authorized sub processors listed in Section 18

FlowScape and End User are hereinafter referred to as “**Party**” and jointly as “**Parties**”.

## 5. **END USER’S RIGHTS AND OBLIGATIONS**

5.1 The End User shall:

5.1.1 take reasonable endeavours to ensure that the processing of Personal Data has been and will continue to be carried out in accordance with applicable Data Protection Legislation and

5.1.2 have the right to give binding written instructions to FlowScape on implementing appropriate technical and organisational measures to ensure and to be able to demonstrate that Personal Data processing by FlowScape is performed in accordance with Data Protection Legislation.

## 6. **FLOWSCAPE'S RIGHTS AND OBLIGATIONS**

6.1 FlowScape shall:

6.1.1 process Personal Data with appropriate level of care, skill, and confidentiality, and solely in accordance with the instructions in Section 17 or End User's documented instructions and applicable Data Protection Legislation;

6.1.2 assist the End User in ensuring the End User's compliance with its mandatory obligations under Data Protection Legislation including, without limitation, to cooperate with and assist the End User in carrying out the Data Subjects' rights as set out in Data Protection Legislation;

6.1.3 carefully and diligently document all data processing activities, maintain such record in electronic form, and provide it to the End User without delay upon the End User's request. Such records shall at all times meet the requirements set out in Data Protection Legislation;

6.1.4 notify, forthwith, the End User if FlowScape finds that an instruction of the End User infringes Data Protection Legislation;

6.1.5 not use the Personal Data transferred to, collected by, generated by, or otherwise processed by it under this Data Processing Agreement for its own business purposes.

## 7. **SUB -PROCESSORS**

7.1 FlowScape shall have the right to subcontract the processing of Personal Data only if and to the extent that such sub-contracting and the resulting sub-processing is carried out in accordance with this Data Processing Agreement, and FlowScape has received the prior expressed written consent of the End User for the use of each sub-processor. Additionally, FlowScape shall:

7.1.1 have the right to use only financially solvent and credible sub-processors;

7.1.2 enter into a written agreement with each sub-processor. Such agreement shall impose the same obligations on the sub-processor as are imposed on FlowScape under this Data Processing Agreement, and the End User's instructions, as amended from time to time;

7.1.3 provide, forthwith, upon the End User's written request, a list of all current sub-processors and processing locations of the Personal Data;

7.1.4 notify the End User, forthwith, of any intended changes concerning the addition or replacement of sub-processors, such as of the beginning and termination of the use of each sub-processor, thereby giving the End User the opportunity to object to such changes; and

7.1.5 remain fully liable to the End User for the performance of the sub-processor's obligations.

## 8. **SECURITY MEASURES**

8.1 Flowscape shall:

8.1.1 implement appropriate technical and organisational measures necessary to ensure the highest level of security of the Personal Data;

8.1.2 implement and maintain appropriate technical and organisational measures to protect the Personal Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access and other unauthorized or unlawful processing;

8.1.3 implement, as necessary, at least the following measures:

- a) the pseudonymisation and encryption of Personal Data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore the availability and access to Personal Data, forthwith, in the event of a physical or technical incident;
- d) the ability to lawfully monitor the processing of Personal Data by individuals both subsequently and in real time; and
- e) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- f) with its reasonable best endeavours, limit access to the Personal Data only to authorised and properly trained personnel with a well-defined "need-to-know" and who are bound by appropriate confidentiality obligations in accordance with this Data Processing Agreement;
- g) allow for and contribute to audits, including inspections, conducted by the End User or another auditor mandated by the End User.

## 9. **NOTIFICATION OF A PERSONAL DATA BREACH**

9.1 Flowscape shall notify the End User immediately and in any case within twenty four (24) hours upon becoming aware of or reasonably suspicion of a data breach, providing the End User with sufficient information, which allows the End User to meet any obligations to report a data breach under the Data Protection Legislation.

9.2 Flowscape shall fully co-operate with the End User and take such reasonable steps as are directed by the End User to assist in the investigation, mitigation and remediation of each data breach, in order to enable the End User to meet the requirements under the Data Protections Legislation. Flowscape shall also provide End User with information necessary to prevent similar incidents.

## 10. FLOWSCAPE'S OBLIGATION TO ASSIST

- 10.1 Flowscape shall promptly and in any case within five (5) working days, notify the End User if it receives request from Data Subject under any Data Protection Legislation in respect of Personal Data and shall provide full details of such request.
- 10.2 Flowscape shall co-operate as requested by the End User to enable the End User to comply with any exercises of the rights by a Data Subject under any Data Protections Laws in respect of Personal Data and comply with any assessment, enquiry, notice or investigation under any Data Protection Laws in respect of Personal Data or this Agreement.
- 10.3 Flowscape shall notify the End User, forthwith, of any requests concerning Personal Data, the processing thereof, or any other act or omission related thereto, including, but not limited to notifying of requests for the access to, or blocking, deleting or amending of Personal Data: Flowscape shall:
- 10.3.1 answer to any such requests only when and as expressly instructed to do so by the End User or as required by Data Protection Legislation; and
  - 10.3.2 not disclose Personal Data to third parties without the prior express written consent of the End User.

## 11. AUDIT RIGHTS

- 11.1 Flowscape shall make available to the End User on request all information necessary to demonstrate compliance with this Data Processing Agreement and allow for and contribute to audits, including inspections by the End User or another auditor mandated by the End User of any premises where the processing of Personal Data takes place.

## 12. CONFIDENTIALITY

- 12.1 Each Party shall ensure that it and its employees maintain secrecy about all Personal Data or any information related to the Personal Data in accordance with the Data Processing Agreement. Confidential information shall include, but not be limited to, all Personal Data and information related to the processing of Personal Data.
- 12.2 Notwithstanding the above, Flowscape may disclose such information if Flowscape is obliged hereto by law, judgement by court or by decision by a competent authority. When such obligation arises, Flowscape shall promptly notify the End User in writing before disclosure, unless restricted from doing so under applicable legislation.
- 12.3 The confidentiality obligation will continue to apply also after the termination of the Data Processing Agreement without limitation in time.

## 13. TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

- 13.1 Flowscape may not transfer Personal Data outside the EU/EEA or engage Sub-Processors to process Personal Data outside the EU/EEA without End User's approval and upon such approval only if
- 13.1.1 the receiving country has an adequate level of protection of Personal Data as decided by the European Commission,
    - a) or the Data subject has given her consent to the transfer, the transfer is subject to the European Commission's standard contractual clauses for transfer of Personal Data to third countries,
    - b) Flowscape is subject to Binding Corporate Rules and the receiving party in the third country is also subject to Binding Corporate Rules.

#### 14. **LIABILITY AND INDEMNIFICATION**

14.1 Flowscape shall indemnify and hold the End User harmless from direct and reasonable costs, claims, losses, liabilities, expenses and damages arising from third party claims from Data Subjects or supervisory authorities, resulting from Flowscape's or its Sub-processors failure to comply with the requirements and instructions set out under this Data Processing Agreement, or its obligations under the Data Protection Legislation, provided that:

- 14.1.1 the End User notifies Flowscape of a claim without undue delay;
- 14.1.2 Flowscape is given the possibility to cooperate with the End User in the defence and settlement of the claim;
- 14.1.3 the End User does not agree on a settlement or similar payment arrangement with the third party without Flowscape's prior written approval; and
- 14.1.4 the End User uses reasonable endeavours to limit its costs, losses and liabilities caused by the claim.

14.2 Such indemnification shall be limited to 100% of all sums received by Flowscape from the End User through 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 100% of the sum estimated to be received by Flowscape from the End User through the Partner during a twelve (12) months period.

#### 15. **DISPUTE RESOLUTION**

15.1 This Data Processing Agreement shall be governed by and construed in accordance with the laws of Sweden.

15.2 Any dispute, controversy or claim arising out of or relating to this Data Processing Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Swedish Chamber of Commerce. The dispute shall be resolved by one (1) arbitrator. The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English if not otherwise agreed.

#### 16. **TERMINATION**

16.1 The Parties agree that on the termination of the End User License Agreement, Flowscape and the Sub-Processors shall, at the choice of the End User, return all Personal Data or destroy all Personal Data, unless legislation imposed upon Flowscape prevents from returning and destroying all of part of the Personal Data.

#### 17. **INSTRUCTIONS**

All processing of Personal Data by Flowscape shall be performed in accordance with these instructions.

|                             |   |
|-----------------------------|---|
| Purpose of processing       | Flowscape provides services for smart office solutions related tasks. Personal Data will be processed to accomplish the smart office solution and to carry out support. The processing of Personal data is done to meet the contractual requirements between the Parties. |
| Nature of the processing    | For Flowscape to provide the services and its obligations towards the End User, Flowscape may store, access or in other ways process Personal Data on behalf of the End User.   |
| Categories of Personal Data | Contact information such as user's name and picture, phone number, email address, company name, office address, department, car   |

|                             |  |
|-----------------------------|--|
|                             | registration number, MAC/IP address, meeting bookings (host name, attendees name, time span), time when user has docked the laptop at a specific space (user, space, time span), space bookings (user, space, time span), information if the user used the space (time span), times a user has been logged into the system, and times when user arrived and left the office. |
| Categories of Data Subjects | The End User's employees, including end users given access to the services by the End User.  |
| Duration of processing      | FlowScape will process Personal Data for as long as the End User License Agreement is in force. If Data Subject is removed from the database, his or her Personal Data will no longer be processed by FlowScape.   |
| Other Instructions          | Can be found at FlowScape's web page ( <a href="http://www.flowscapesolutions.com">http://www.flowscapesolutions.com</a> ).  |

18. **AUTHORIZED SUB PROCESSORS**

The Processor uses several Sub-Processors to assist providing the services. Following is a list of Sub-Processors.

| Company                            | Purpose  | Processing location |
|------------------------------------|--|---------------------|
| Jobshark AB - 556945-8911 (Sweden) | R&D and fault finding of issues.   | Bulgaria            |
| Microsoft Inc. (Azure)             | Hosting of application and Personal Data.  | Netherlands         |
| Zendesk Inc.                       | Management of support tickets.   | Germany             |
| EastCoast Solutions AB             | R&D and fault finding of issues as well as hosting of application and Personal Data for Visitor Management Solution. | Sweden and France.  |

## SCHEDULE 4 – PRICE LIST

In this schedule all prices under this Agreement are stated.

Flowscape reserves the right to adjust the prices at any time. Flowscape shall provide the Partner with a written notice of any price changes at least 3 months prior to the effective date of the new price.

| No. | Product | Unit | On delivery | Yearly |
|-----|---------|------|-------------|--------|
|     |         |      |             |        |
|     |         |      |             |        |
|     |         |      |             |        |
|     |         |      |             |        |
|     |         |      |             |        |
|     |         |      |             |        |

## SCHEDULE 5 – DEVIATIONS

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

1. Deviation one...