



Partner Agreement

Reseller framework including End Customer Schedule

Draft Rev 4.0

Date _____



Flowscape Partner Agreement

This Partner Agreement (the "**Agreement**") is entered into between:

Flowscape AB (reg. no. 556866-9625), Sveavägen 64, 111 34 Stockholm, Sweden ("**Flowscape**"); and
[Partner legal name], reg. no. [insert], with registered address [insert] ("**Partner**").

Flowscape and Partner are each a "**Party**" and together the "**Parties**".

Background

- A. Flowscape provides workplace software, related hardware, support and professional services.
- B. Partner wishes to market and resell those offerings to End Customers on its own behalf.
- C. This Agreement governs the Parties' general relationship. Each End Customer subscription is established by an End Customer Schedule between Flowscape and Partner. Where required, Flowscape and the End Customer will enter into a separate data processing agreement.

1. Agreement Structure and Formation

1.1 The Parties use the following simple contract structure:

Document	Purpose	When
Partner Agreement including its Schedules	General terms governing the partner relationship including service levels support and definitions	Signed once
End Customer Schedule	Customer-specific scope, fees, term and deviations	Per End Customer Deal
DPA	Data protection between Flowscape and End Customer	Signed once per End Customer where required

1.2 The Agreement consists of: (a) this main body; (b) each End Customer Schedule entered into under clause 4; (c) Schedule 1, Minimum Content for an End Customer Schedule; (d) Schedule 2, Service Level Terms; and (e) Schedule 3, Definitions and Interpretation.

1.3 The DPA is separate from the Agreement and does not regulate pricing, payment or other commercial terms.

1.4 If documents conflict, an End Customer Schedule prevails only for its named End Customer and only where it expressly identifies the provision being changed. Otherwise, the order of precedence is: this main body, Schedule 2 and then Schedule 3. No End Customer Schedule changes the Agreement for another End Customer.

1.5 General purchase order terms, procurement portal terms and other unilateral documents do not amend this Agreement. This Agreement becomes effective on the date of the last signature below (the "Effective Date").

2. Appointment and Scope

2.1 Subject to Partner's compliance with this Agreement, Flowscape appoints Partner as a non-exclusive reseller of the Service, Hardware and associated professional services.

2.2 Partner may market the Service, resell subscriptions and Hardware, and provide onboarding, implementation, installation, training and related services where agreed.

2.3 All rights not expressly granted are reserved by Flowscape. Nothing in this Agreement grants exclusivity, a minimum sales commitment, account protection or authority to represent Flowscape unless expressly agreed in a written amendment signed by both Parties.

3. Sales and Contracting Model

3.1 Partner shall contract with each End Customer in its own name and on its own behalf. Partner is responsible for its pricing, contractual negotiations, invoicing, collection and other commercial arrangements with each End Customer.

3.2 Partner is an independent contractor and shall not act or present itself as Flowscape's agent, legal representative, employee or joint venture partner, or bind Flowscape to any obligation.

- 3.3** Partner shall ensure that its End Customer agreement contains terms sufficient for Partner and Flowscape to perform this Agreement and the applicable End Customer Schedule and that protect the Service, Documentation and Flowscape's Intellectual Property Rights.
- 3.4** Partner shall not make any warranty, representation, roadmap commitment, integration commitment, service level or other obligation concerning Flowscape, the Service or Hardware beyond Flowscape's obligations under this Agreement and the applicable End Customer Schedule without Flowscape's prior written approval.
- 3.5** Flowscape has no obligation to supply an End Customer until an End Customer Schedule has become binding in accordance with clause 4 and any required DPA is in place.
- 3.6** Partner shall ensure that its agreement with each End Customer prohibits the End Customer and its users from: (a) copying, modifying, adapting, translating or creating derivative works of the Service except as permitted by mandatory law; (b) reverse engineering, decompiling, disassembling or otherwise attempting to derive source code or underlying structure, ideas or algorithms except to the limited extent such restriction is prohibited by applicable law; (c) reselling, sublicensing, leasing, assigning, distributing or otherwise making the Service available to any third party other than authorised users; (d) accessing or using the Service to build a competing product or service; (e) using the Service in violation of applicable law; or (f) circumventing usage limits, access controls or security measures.

4. End Customer Schedules

- 4.1** An End Customer Schedule establishes the Subscription and any initial Hardware or professional services for one named End Customer. It may be a standalone schedule or a quotation or proposal expressly designated as an End Customer Schedule.
- 4.2** An End Customer Schedule becomes binding when either: (a) signed by both Parties; or (b) issued by Flowscape as a quotation or proposal expressly designated as an End Customer Schedule and accepted by Partner through the electronic acceptance method stated in that document.
- 4.3** For clause 4.2(b), Flowscape's issuance and Partner's acceptance together constitute execution by both Parties. The effective date is the acceptance date unless the document states otherwise.
- 4.4** Each End Customer Schedule shall contain at least the information stated in Schedule 1. A document may state that an item is not applicable. If a commercial parameter is omitted, the relevant default in this Agreement applies.
- 4.5** An End Customer Schedule is not a recurring annual order. Once binding, it remains effective and renews in accordance with clause 5 without any new signature, order, purchase order, confirmation or other action.
- 4.6** Partner shall ensure that all information it provides for an End Customer Schedule is accurate, complete and authorised under Partner's relationship with the End Customer, and that the person accepting it on Partner's behalf is authorised to bind Partner.
- 4.7** An End Customer Schedule may amend this Agreement only for its named End Customer and only if it expressly identifies the clause being amended and states the agreed replacement or deviation.

5. Subscription Term Renewal and Changes

- 5.1** Each Subscription begins on the Subscription Start Date and continues for the Initial Subscription Term specified in the applicable End Customer Schedule.
- 5.2** Unless the applicable End Customer Schedule expressly states otherwise, the Subscription automatically renews at the end of the Initial Subscription Term and each subsequent term for successive periods of twelve (12) months (each a "Renewal Term").
- 5.3** Either Party may prevent renewal of a Subscription by giving written notice no later than three (3) months before the end of the then-current Subscription Term. If timely notice is not given, the Subscription automatically renews for the next Renewal Term without further action.
- 5.4** A notice terminating this Agreement does not, by itself, constitute non-renewal of an End Customer Schedule. A non-renewal notice must identify the relevant End Customer Schedule and comply with clause 5.3.
- 5.5** An increase in recurring scope may be agreed in an amendment, a quotation accepted in writing, a purchase order accepted by Flowscape, or another written confirmation between authorised representatives of the Parties. The document must identify the End Customer, additional scope, recurring fee and start date.
- 5.6** Unless otherwise agreed, recurring scope added during a Subscription Term is invoiced pro rata until the end of that term, then forms part of the total Subscription scope and renews with it on the same basis, without any new purchase order.

- 5.7** A reduction in recurring scope is treated as partial non-renewal. It takes effect only at the end of the then-current Subscription Term and requires written notice at least three (3) months in advance, unless Flowscape expressly agrees otherwise.
- 5.8** Flowscape may adjust Subscription Fees for a Renewal Term by giving Partner at least ninety (90) days' written notice before that Renewal Term begins. A different price-adjustment mechanism stated in the applicable End Customer Schedule prevails for that End Customer.
- 5.9** 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. Purchase Orders

- 6.1** A purchase order may be used as administrative evidence for additional scope, Hardware or professional services. A purchase order alone does not establish the initial Subscription for a new End Customer unless Flowscape expressly accepts it in writing as an End Customer Schedule under clause 4.
- 6.2** No purchase order is required for automatic renewal, invoicing or payment of agreed recurring scope. The absence or delay of a purchase order from Partner or an End Customer does not delay renewal, prevent invoicing or relieve Partner of its payment obligations.
- 6.3** Any purchase order number requested by Partner or an End Customer is for administrative purposes only. Terms printed on, linked from or incorporated into a purchase order do not apply unless expressly accepted in writing by an authorised representative of Flowscape.

7. Partner Responsibilities and Restrictions

- 7.1** Partner shall conduct its business professionally, lawfully and ethically; use commercially reasonable efforts to market and support the Service; provide accurate information; promptly escalate material complaints or disputes; and ensure that relevant personnel have appropriate competence and training.
- 7.2** Partner shall not make misleading statements, violate sanctions or anti-corruption rules, misuse Flowscape branding or engage in conduct reasonably likely to damage Flowscape's reputation or goodwill.
- 7.3** Partner is responsible for its personnel, subcontractors and services to End Customers and for claims or costs arising from Partner's own obligations, except to the extent expressly assumed by Flowscape.

8. Service Delivery Support and Professional Services

- 8.1** Flowscape shall make the Service available in accordance with the applicable End Customer Schedule, Documentation and the Service Level Terms in Schedule 2.
- 8.2** Flowscape may update and improve the Service, provided it does not materially reduce the core functionality purchased for an End Customer during the then-current Subscription Term.
- 8.3** Flowscape shall provide support in accordance with Schedule 2 direct to End-Customer.
- 8.4** Where Flowscape performs onboarding, configuration, training, installation, support or other professional services, the scope, assumptions and fees shall be stated in the End Customer Schedule or an accepted change document.
- 8.5** Where Partner performs services, Partner is responsible for their quality, compliance and commitments. Flowscape is not responsible for errors, delays or costs caused by Partner's services or failure to provide required access, information or cooperation.
- 8.6** Partner shall ensure that each End Customer provides timely access to relevant personnel, premises, systems, Customer Data, network connectivity, infrastructure and information reasonably required for Flowscape to deliver, implement, support and maintain the Service, Hardware and agreed professional services.
- 8.7** Flowscape may use subcontractors to perform its obligations under this Agreement. Flowscape remains responsible for the performance of its subcontractors to the same extent as for its own personnel, subject to the terms and limitations of this Agreement.

9. Governance and End Customer Relationship

- 9.1** The Parties shall maintain governance at two levels: (a) governance between Flowscape and Partner concerning the partnership and commercial cooperation between them; and (b) operational and solution governance involving Flowscape and the relevant End Customer.

Partner governance

- 9.2** Flowscape and Partner shall appoint appropriate operational and commercial contacts and meet at a frequency proportionate to the relationship. Either Party may replace its contacts by written operational notice without amending this Agreement. Partner governance may cover pipeline and account planning, forecasts, new opportunities, renewals and expansion between the Parties, delivery capacity, support performance, escalations, training, marketing activities and development of the partnership.
- 9.3** Commercial discussions about the relationship between Flowscape and Partner, including Partner pricing & guidelines, discounts, invoicing and the status of renewals, shall take place within this partner governance or between the Parties' authorised commercial contacts.

End Customer governance

- 9.4** Flowscape shall have a direct relationship with each End Customer for delivery and use of the solution. Flowscape may communicate and meet directly with the End Customer regarding onboarding, implementation, configuration, support, service performance, analytics, adoption, optimisation, product updates, product feedback, security, data protection, customer satisfaction and service reviews.
- 9.5** The Parties shall establish a suitable End Customer governance model, which may include operational meetings, service reviews, steering meetings, escalation paths, agreed contacts and action logs. Partner may participate where relevant and shall receive reasonable visibility of material matters affecting its End Customer relationship.
- 9.6** Partner shall not restrict direct communication reasonably required for delivery, support, customer success, product management, security, data protection or protection of the Service. Flowscape shall coordinate material End Customer interactions transparently and in good faith with Partner.

Commercial boundary

- 9.7** Flowscape's direct End Customer relationship is not a direct commercial reseller relationship. Unless Partner expressly agrees in writing, Flowscape shall not quote prices to, negotiate commercial terms with, enter into a commercial agreement with, invoice or collect payment from the End Customer for the scope covered by an active End Customer Schedule. The DPA and other documents required solely for data protection, security or service operations are not commercial agreements for this purpose.
- 9.8** Flowscape shall refer commercial enquiries from the End Customer to Partner and shall not knowingly circumvent Partner or solicit the End Customer to replace Partner for the scope covered by an active End Customer Schedule.
- 9.9** Clauses 9.7 and 9.8 do not prevent Flowscape from taking steps reasonably necessary to maintain service continuity after Partner's insolvency, cessation of business or material breach that results in termination, provided Flowscape first gives Partner notice where reasonably practicable.

10. Fees Invoicing and Payment

- 10.1** Partner shall pay the fees stated in each End Customer Schedule and any accepted change document. Partner's resale price to the End Customer is determined by Partner.
- 10.2** Subscription Fees are recurring and invoiced annually in advance unless otherwise stated. After the deadline for non-renewal has passed, Flowscape will invoice the next Renewal Term.
- 10.3** Hardware and professional services are invoiced as stated in the applicable End Customer Schedule or accepted change document. Unless otherwise stated, Hardware is invoiced on shipment and professional services on delivery.
- 10.4** Partner is liable for payment irrespective of whether Partner has received a purchase order or payment from the End Customer. Partner bears the End Customer credit risk.
- 10.5** Invoices are payable within thirty (30) days of the invoice date unless the applicable End Customer Schedule or a written amendment signed by both Parties expressly states otherwise. Fees are exclusive of VAT and other applicable taxes, duties and levies.
- 10.6** Fees are non-cancellable and non-refundable except where this Agreement expressly states otherwise. Partner may not withhold, set off or deduct amounts except as required by mandatory law.
- 10.7** For overdue undisputed amounts, Flowscape may charge interest at 1.5% per month or the maximum lawful rate, if lower, plus reasonable collection costs.
- 10.8** Payments shall be made in the applicable currency without deduction or withholding. If withholding is legally required, Partner shall gross up the payment so Flowscape receives the amount it would otherwise have received, to the extent permitted by law.

11. Hardware and One Time Services

- 11.1** Hardware, installation, implementation, training, consultancy and other professional services are One-Time Items unless expressly stated to be recurring. One-Time Items do not renew automatically.
- 11.2** Title to Hardware passes to Partner on full payment. Unless otherwise agreed, delivery is DAP (Delivered At Place), Incoterms 2020. Partner is responsible for import clearance, duties, taxes and governmental charges.
- 11.3** Flowscape is not responsible for Hardware issues caused by incorrect installation or modification by Partner, an End Customer or an unauthorised third party.
- 11.4** For on-site work by Flowscape, Partner shall ensure timely access to premises, power, network connectivity, infrastructure, personnel and information reasonably required to perform the work.

12. Data Protection and Information Security

- 12.1** As between the Parties, all right, title and interest in Customer Data remains with the relevant End Customer or its licensors. Partner shall not provide or enable access to Customer Data unless it has the necessary authority and shall ensure that Flowscape is authorised to process Customer Data as necessary to provide, support, secure and maintain the Service and perform its obligations under this Agreement and the applicable End Customer Schedule.
- 12.2** Where Flowscape processes personal data on behalf of an End Customer, Flowscape and that End Customer shall enter into Flowscape's applicable data processing agreement (the "DPA"). The DPA is separate from the commercial relationship between Partner and the End Customer.
- 12.3** Partner shall reasonably assist in obtaining the signed DPA before relevant processing begins. Partner remains responsible for determining and documenting its own data protection role and for entering into any data protection terms required for Partner's own processing or access.
- 12.4** Flowscape shall maintain appropriate technical and organisational measures designed to protect personal data and Customer Data against accidental or unlawful destruction, loss, alteration, disclosure or access.
- 12.5** Flowscape may update its security measures provided the overall protection is not materially reduced.
- 12.6** Flowscape may use aggregated and anonymised data derived from use of the Service to operate, secure, analyse and improve the Service, develop features, benchmark and produce statistics, provided such data does not identify Partner, an End Customer or an individual.

13. Intellectual Property Rights

- 13.1** Flowscape and its licensors retain all rights, title and interest in the Service, Documentation, Hardware designs, anonymised aggregated usage data and all modifications, improvements and derivative works.
- 13.2** Partner receives only the limited rights expressly granted in this Agreement and shall not copy, modify, translate, reverse engineer, decompile, disassemble, sublicense, lease, distribute or otherwise exploit the Service except as expressly permitted by this Agreement or mandatory law.
- 13.3** Partner shall not remove proprietary notices or technical protection measures and shall promptly notify Flowscape of suspected infringement, misuse or unauthorised access.

14. Confidentiality

- 14.1** Each receiving Party shall keep the other Party's Confidential Information confidential, use it only for this Agreement and disclose it only to personnel, Affiliates, advisers and subcontractors who need to know it and are bound by equivalent confidentiality obligations.
- 14.2** These obligations do not apply to information the receiving Party can demonstrate is public without breach, was lawfully known without restriction, was lawfully received from a third party, or was independently developed without the Confidential Information.
- 14.3** A Party may disclose Confidential Information where required by law or authority, provided it gives prior notice where legally permitted and reasonably cooperates to limit the disclosure.
- 14.4** Neither Party may issue a public announcement or use the other Party's name or trademarks in external marketing without prior written approval, except that the Parties may identify each other as business partners. Use of an End Customer's name, logo or case study requires the approvals applicable to that End Customer.
- 14.5** This clause survives termination for five (5) years, and for trade secrets for as long as they remain trade secrets under applicable law.

15. Warranties

- 15.1** Each Party warrants that it has authority to enter into this Agreement and shall comply with applicable law when performing it.
- 15.2** Flowscape warrants that during the applicable Subscription Term the Service will perform in all material respects in accordance with the Documentation.
- 15.3** For a breach of clause 15.2, Flowscape shall use commercially reasonable efforts to correct the non-conformity. If it cannot do so within a reasonable period, Partner may terminate the affected Service and receive a refund of prepaid Subscription Fees for the unused portion of the affected term. These are Partner's exclusive remedies for that breach.
- 15.4** The warranty does not apply to issues caused by Partner or End Customer data, third-party systems, misuse, use contrary to Documentation, or implementation, configuration, installation or services performed by Partner or an unauthorised third party.
- 15.5** Hardware is warranted against material defects in materials and workmanship for twelve (12) months from delivery. Flowscape may repair, replace or provide a functional replacement. Partner is responsible for return shipment unless otherwise agreed. The warranty excludes misuse, incorrect installation, modification, external power or network failures and use contrary to Documentation.
- 15.6** Except as expressly stated, the Service and other deliverables are provided as is and implied warranties are excluded to the maximum extent permitted by law.

16. IP Infringement Indemnity

- 16.1** Flowscape shall defend Partner against a third-party claim that Partner's authorised resale or use of the Service infringes that third party's Intellectual Property Rights and indemnify Partner for finally awarded damages and reasonable external legal costs, provided Partner promptly notifies Flowscape, gives Flowscape control of the defence and settlement, and provides reasonable cooperation.
- 16.2** Flowscape has no liability to the extent a claim arises from Partner or End Customer data, combinations not supplied by Flowscape, unauthorised modification, or use contrary to this Agreement or Documentation.
- 16.3** If an infringement claim is likely, Flowscape may procure continued rights, modify the Service without materially reducing functionality, or terminate the affected Service and refund prepaid fees for its unused portion.

17. Limitation of Liability

- 17.1** Nothing limits or excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, wilful misconduct or liability that cannot lawfully be limited.
- 17.2** Subject to clause 17.1, each Party's total aggregate liability arising out of or in connection with this Agreement in any twelve (12) month period shall not exceed the fees paid or payable by Partner under the affected End Customer Schedule(s) during the twelve (12) months immediately preceding the event giving rise to liability.
- 17.3** Subject to clause 17.1, neither Party is liable for indirect, incidental, consequential or special loss, or loss of profit, revenue, goodwill, business opportunity or anticipated savings.
- 17.4** The limitation in clause 17.2 does not apply to Partner's payment obligations, Partner's breach of licence restrictions, either Party's confidentiality breach, or indemnity obligations under clause 16.

18. Suspension

- 18.1** Flowscape may suspend Partner's or an affected End Customer's access if Partner fails to pay an undisputed invoice within fifteen (15) days after written notice of late payment.
- 18.2** Flowscape may also suspend on written notice where a material breach remains uncured for ten (10) days, use creates a material security risk, or suspension is required by law or authority.
- 18.3** Flowscape shall limit suspension to the scope and duration reasonably necessary and restore access promptly when the reason is resolved.

19. Term and Termination

- 19.1** This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate the framework for convenience on three (3) months' written notice, subject to clause 20 concerning active End Customer Schedules.

- 19.2** Either Party may terminate this Agreement or an affected End Customer Schedule immediately by written notice if the other Party commits a material breach and fails to cure it within thirty (30) days after notice, or becomes subject to an Insolvency Event.
- 19.3** Either Party may terminate this Agreement on notice if the other undergoes a Change of Control reasonably expected to cause material competitive or commercial harm.
- 19.4** Either Party may terminate immediately for a material violation of applicable anti-bribery, anti-corruption, export control or trade sanctions law in connection with this Agreement.

20. Effects of Termination and Existing End Customers

- 20.1** Expiry or termination of this Agreement ends Partner's right to market or establish new End Customer business and to present itself as an active Flowscape partner.
- 20.2** Termination of this Agreement does not automatically terminate an active End Customer Schedule. Each active End Customer Schedule, and the provisions of this Agreement needed to perform it, continue and renew until that schedule is separately terminated or not renewed in accordance with its terms.
- 20.3** Partner shall pay all accrued amounts. If termination results from Partner's uncured material breach, Partner remains liable for fees for the remainder of the then-current committed term. If termination of an affected Service results from Flowscape's uncured material breach, Flowscape shall refund prepaid fees for the unused portion of that term.
- 20.4** The Parties shall cooperate in good faith on continuity and an orderly transition for affected End Customers. If Partner is insolvent, ceases business or is unable to perform its End Customer obligations, Flowscape may propose a direct or replacement partner arrangement to maintain service continuity.
- 20.5** Provisions intended by their nature to survive shall survive, including payment, intellectual property, confidentiality, liability, indemnity, governing law and dispute resolution.

21. Notices

- 21.1** Legal notices, including termination and non-renewal notices, must be in writing in English or Swedish and sent by courier, registered mail or email to the registered address stated at the beginning of this Agreement or to another notice address or email address designated by that Party in writing. Updating a notice address or contact does not amend this Agreement.
- 21.2** A notice is deemed received on courier delivery, forty-eight (48) hours after registered posting, or when an email is sent unless the sender receives an automated failure notice. A notice received outside normal business hours is deemed received on the next Business Day.

22. Assignment

- 22.1** Neither Party may assign this Agreement without the other's prior written consent, not to be unreasonably withheld or delayed.
- 22.2** Flowscape may assign this Agreement in whole or part to an Affiliate or in connection with a merger, reorganisation, financing, sale of business or similar transaction.

23. General

- 23.1** This Agreement is the entire agreement between the Parties on its subject matter and supersedes prior proposals and understandings on that subject matter.
- 23.2** Except for changes permitted under clause 5.5, an amendment must be in writing and signed by authorised representatives of both Parties. A waiver is effective only in writing and for the specific instance stated.
- 23.3** If a provision is invalid or unenforceable, the remainder remains effective and the Parties shall replace the provision with a valid provision closest to its intended commercial effect.
- 23.4** Nothing creates a partnership, agency, employment relationship or joint venture between the Parties.
- 23.5** This Agreement and its schedules may be executed in counterparts and by electronic signature.
- 23.6** Neither Party is liable for delay or failure caused by events beyond its reasonable control, excluding payment obligations. The affected Party shall mitigate the effects and resume performance as soon as reasonably practicable.

24. Governing Law and Dispute Resolution

- 24.1** This Agreement and related non-contractual obligations are governed by Swedish law, excluding conflict-of-law principles.

24.2 A dispute not settled within thirty (30) days after written notice shall be finally resolved by arbitration administered by the SCC Arbitration Institute.

24.3 The SCC Rules for Expedited Arbitrations apply unless the SCC determines that the Arbitration Rules apply considering complexity, amount and other circumstances. The seat is Stockholm, Sweden. The language is English unless the Parties agree otherwise.

Signatures

The Parties have executed this Agreement through their authorised representatives.

FLOWSCAPE	PARTNER
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Place: _____	Place: _____

Schedule 1 Minimum Content for an End Customer Schedule

Requirements for customer specific documents

1. Scope

- 1.1** This Schedule states the minimum content required for an End Customer Schedule under clause 4 of the Agreement.
- 1.2** An End Customer Schedule may be a standalone schedule or be incorporated into a quotation or proposal. It must expressly state that it constitutes an End Customer Schedule under the Partner Agreement and identify that Agreement by date or other clear reference.

2. Minimum Content

Item	Required content
Agreement reference	Date or other clear reference to the Partner Agreement, together with the schedule, quotation or proposal reference.
Parties	Flowscape contracting entity and Partner legal name.
End Customer	Legal name and, where relevant, country, sites or project.
Recurring Subscription	Products or modules, subscription metrics and quantities, annual recurring fee payable by Partner and currency.
Term	Subscription Start Date and Initial Subscription Term, plus any deviation from the twelve-month Renewal Term or three-month non-renewal notice period.
One-Time Items	Hardware and professional services, including quantities, fees and delivery details, where applicable.
Delivery and support	Allocation of implementation, installation and support responsibilities where needed or different from the defaults in the Agreement.
Special terms	Each express deviation, identifying the specific provision of the Agreement or its schedules that is changed.

3. Effect

- 3.1** Except for an express deviation stated in accordance with clause 4.7 of the Agreement, the Agreement applies unchanged. Where a commercial parameter is omitted, the relevant default in the Agreement applies.
- 3.2** A quotation or proposal titled or otherwise expressly designated as an 'End Customer Schedule and Quote' becomes binding in accordance with clause 4 of the Agreement. No separate End Customer Schedule or second signature is required.
- 3.3** Contact persons and governance details may be exchanged and updated operationally without amending the End Customer Schedule, unless the Parties expressly state otherwise.
- 3.4** An End Customer Schedule is not an annual order. Recurring scope renews automatically in accordance with clause 5 of the Agreement without a new purchase order, confirmation or other action.

Schedule 2 Service Level Terms

Availability, maintenance and support

1. Scope

1.1 This Schedule describes the availability, maintenance and support applicable to the Service under each End Customer Schedule, unless that End Customer Schedule expressly states a deviation.

2. Availability

2.1 The Service shall be available twenty-four (24) hours a day, seven (7) days a week, excluding Planned Maintenance. The target service availability is 99.5% measured per calendar month.

2.2 Planned Maintenance means downtime notified by Flowscape at least five (5) Business Days in advance. For emergency maintenance, Flowscape may give shorter notice where reasonably necessary.

2.3 Availability is calculated as follows:

$$\text{Availability (\%)} = ((\text{total minutes in month} - \text{Planned Maintenance} - \text{Unplanned Downtime}) / (\text{total minutes in month} - \text{Planned Maintenance})) \times 100$$

3. Support

3.1 Support Hours are 08:00-17:00 CET/CEST on Business Days, unless the applicable End Customer Schedule expressly states otherwise.

3.2 Flowscape Support is available by email at support@flowscapecolutions.com.

3.3 The End Customer shall designate at least one first-line contact for support communications.

3.4 Flowscape shall provide second-line support through its support desk. Partner shall assist with coordination and commercial communication in accordance with clause 8.3 of the Agreement.

4. Incident Severity and Response Targets

4.1 If the Service does not perform in accordance with the Agreement, Partner or the End Customer shall submit an error report with a severity classification and a reasonably complete description of the issue. Flowscape shall use commercially reasonable efforts to meet the following targets:

Severity	Description	Target response time	Target resolution time
Severity 1 - Critical	Service unavailable for all users or a critical production outage; all material parts of the Service are unresponsive or unavailable.	2 hours	4 hours
Severity 2 - High	The Service operates, but a major key function is unresponsive or unavailable.	4 hours	8 hours
Severity 3 - Medium	A non-critical defect has operational impact; one or more connected products are unavailable, or several users experience material unresponsiveness.	8 hours	14 days
Severity 4 - Low	A minor impact on basic functionality of the Service.	16 hours	Next planned release

4.2 Only Severity 1 and Severity 2 incidents constitute Unplanned Downtime. Unplanned Downtime means the period during which the Service is unavailable because of such an incident, excluding Planned Maintenance and the exclusions in clause 4.4.

4.3 Flowscape may reasonably change the severity classification after investigating an error report. A request for new functionality or performance beyond the agreed specification is not an error report.

4.4 Resolution times are targets and are not guaranteed. Flowscape shall use commercially reasonable efforts to meet them. A resolution may be a patch, workaround, configuration change or other reasonable solution. Flowscape is not responsible for issues caused by third-party products not supplied by Flowscape; misuse or use with equipment, accessories or system software not prescribed by Flowscape; software, hardware or

networks outside Flowscape's reasonable control; or incorrect, incomplete or insufficient information, data or system requirements supplied by Partner or the End Customer. Flowscape may charge Partner at its then-current rates for troubleshooting or correction of issues for which Flowscape is not responsible.

- 4.5** If monthly availability is below the target in clause 2.1, Partner may claim the following service credit against the monthly equivalent of the Subscription Fee for the affected part of the Service. For an annually prepaid Subscription Fee, the monthly equivalent is one-twelfth of that annual fee. Partner must submit the claim in writing under clause 21 of the Agreement within thirty (30) days after the relevant month. Flowscape shall apply an approved credit to a future invoice or, if no future invoice is due, pay it within ninety (90) days. Service credits are Partner's sole and exclusive remedy for failure to meet the availability target. Flowscape has no obligation under this Schedule to pay or credit the End Customer directly; Partner is responsible for any downstream commercial adjustment.

Availability	Service credit
Below 99.5% to 99.0%	2%
Below 99.0% to 98.5%	5%
Below 98.5% to 98.0%	10%
Below 98.0%	15%

- 4.6** Flowscape shall handle error reports during Support Hours. The Parties may agree deviations in writing, including in the applicable End Customer Schedule.

Schedule 3 Definitions and Interpretation

Affiliate means an entity that directly or indirectly controls, is controlled by or is under common control with a Party.

Agreement means this Partner Agreement, its schedules and each End Customer Schedule entered into under clause 4.

Business Day means a day other than Saturday, Sunday or public holiday in Sweden.

Change of Control means a transaction or series of related transactions in which a Party ceases to control, or is no longer under common control with, the legal entity that entered into the Agreement.

Confidential Information means non-public business, commercial, technical or financial information disclosed by one Party to the other and marked confidential or reasonably understood to be confidential.

Customer Data means all data, content and information submitted to, stored in, transmitted through or otherwise processed by the Service on behalf of an End Customer, excluding anonymised and aggregated usage statistics that do not identify an End Customer or an individual.

Documentation means the technical and user documentation for the Service made available by Flowscape.

DPA means the data processing agreement entered into directly between Flowscape and the relevant End Customer where required.

Effective Date means the date defined in clause 1.5.

End Customer means the customer to whom Partner resells the Service, Hardware or related services.

End Customer Schedule means a customer-specific document between Flowscape and Partner that establishes the Subscription and any One-Time Items for one named End Customer. It may be a standalone schedule or a quotation or proposal expressly designated as an End Customer Schedule and accepted in accordance with clause 4.

Hardware means displays, sensors, gateways and other equipment supplied by Flowscape.

Initial Subscription Term means the initial committed period specified in an End Customer Schedule.

Insolvency Event means bankruptcy, liquidation, administration, suspension of payments, composition with creditors or a similar event indicating insolvency.

Intellectual Property Rights means patents, copyrights, database rights, trade secrets, know-how, trademarks, service marks, trade names, design rights and other intellectual property rights, registered or unregistered.

One-Time Items means Hardware, installation, implementation, training, consultancy and other items or services identified as one-time charges.

Renewal Term means a renewal period under clause 5.2 or the applicable End Customer Schedule.

Service means Flowscape's hosted software-as-a-service offering, related support and associated products or services.

Subscription means the recurring right for an End Customer to access and use the Service under an End Customer Schedule.

Subscription Fees means the recurring fees payable by Partner for a Subscription, including recurring scope later added under clause 5.5.

Subscription Term means the Initial Subscription Term and each Renewal Term.

Interpretation

- references to a person include a legal person;
- including means including without limitation;
- references to legislation include amendments and re-enactments;
- headings do not affect interpretation; and
- references to clauses and schedules are to this Agreement.