

Version 1.0

Partner Reseller Agreement

between

BEWO ApS ("BeWo")
CVR 42630888
Prags Boulevard 49E, 3. Floor,
2300 Copenhagen S, Denmark

and

Partner name	
Address	
Country	
Date	
Signer name	
Title	
Microsoft Partner ID (if applicable)	

have entered into the following Partner Reseller Agreement (hereinafter referred to as the "Agreement") regarding the Partner's reselling of BeWo's Software Services.

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1 Background and scope

This document describes the conditions for establishing a re-selling and distribution relationship between BeWo and the Partner.

2 Definitions

In the Agreement, the following words and expressions have the meanings stated below, unless the context requires otherwise.

Agreement	means this agreement with Schedules.
BeWo Software Services	means functionality for the Software Services that BeWo provide as well as services for license management, billing and operations, provided from servers hosted by BeWo as may be supplied by BeWo under the Terms of Service, including any developments, modifications and/or variations thereto.
Data Processing Agreement	means an agreement between BeWo and the End Customer regulating the processing of personal data in the form provided by BeWo to the Partner from time to time.
Documentation	means any form of documentation related to BeWo Software Services, inclusive of, but not limited to instructions, manuals etc.
End Customer	means the company or companies using BeWo Software Services and Third-Party Software thereby having accepted the Terms of Service
Terms of Service	means the Term of Service for the BeWo Software Services

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Loss	any individual or collective loss, damages, cost, penalty, liability (including strict liability), judgment, settlement amount, fine or expense (including any court or arbitration cost and reasonable fees for attorneys and other professionals to settle any claim in or out of court)
Partner Commission Plan	means the current effective commission plan.
Platform / Product / Software Services	means the software licensed to the End Customer and managed by BeWo, including the application and database software for the Hosted Services.
Third-Party Software	means the software and services supplied by a third party

3 Scope

BeWo hereby appoints the Partner as a non-exclusive distributor of the BeWo Software Services to End Customers. The Partner is only entitled to engage in active selling to End Customers in the Partner's home country (where registered) unless otherwise agreed with BeWo.

4 Pricing

BeWo Product pricing is based on current prices as described at www.bewo.io. BeWo prices do not include Taxes, VAT, or any other local fees that may apply.

BeWo reserves the right to change the prices, including existing subscriptions, with 3 months' prior written notice.

Discount and special quotes are only valid when confirmed by BeWo.

5 License Terms

The Software can be licensed to the End Customers as a Subscription License, as described in the Terms of Service.

The Software Services is as described in the current pricelist and the Terms of Service.

The Partner is obliged to hand out the Terms of Service and any applicable information and Data Processing Agreement (as may be made available by BeWo from time to time) to the End Customers and ensure that the End User accepts the Terms of Service and the Data Processing Agreement, if applicable, before the Software Services are made available. The Partner is not entitled to make any changes to the Terms of Service and the Data Processing Agreement.

BeWo may in its discretion grant the Partner a non-exclusive and nontransferable license to use the Software Services under the terms of the Terms of Service solely for the Partner's sales and demonstration purposes and for internal use, see clause 9.3.

The license in the previous clause is the Partner's sole right in relation to the Software. The Partner does not own or have any other rights in relation to the whole or any part of the Software and shall not purport or represent to do so.

6 Partner commission

The Partner receives a commission for licenses and subscription usage based on the current Partner Commission Plan.

The commission covers sales and support efforts provided by the Partner. BeWo reserves the right to change the Partner Commission Plan with 3 months prior written notice.

7 Placing of orders and invoicing

7.1 Placing of orders

The Partner should use the BeWo Partner Portal found on www.bewo.io to place orders.

7.2 Pricing

The license and subscription fees for the Products follow from the pricelists and the Partner must charge the End Customer accordingly.

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BeWo will charge the Partner based on the End Customer's orders, usage, etc. and according to the pricelist minus the commission in accordance with the Partner Commission Plan.

7.3 Invoicing

BeWo will monthly send out invoices to the Partners due the following month. Payment Terms are 14 days. In the event of late payment, a 2% interest may be charged per month or part thereof.

7.4 Collection Fees

The Partner shall pay BeWo for all costs, including attorneys' fees and court/arbitration expenses/costs, for collection of any unpaid balances or amounts under this Agreement.

8 Rights

8.1 Copyright

The Partner acknowledges that BeWo holds copyright to the Products and that the copyright and any other relevant rights remain the exclusive property of BeWo. The Partner's rights to the Products are strictly limited to the rights granted under this Agreement.

8.2 Reverse engineering

The Partner shall not be entitled to decompile, disassemble or in any other way reverse-engineer the Software unless the Partner intends to reverse-engineer or decompile the Software with a view to achieving inter-operationality with Third Party Software. In such case, the Partner is to notify BeWo of what is needed to achieve such inter-operationality and to seek written permission for any proposal for any form of reverse engineering, decompilation, modification or adjustment that needs to be carried out. The Partner undertakes not to remove or alter any specification or mark on or in the Software.

8.3 Trademarks, logos etc.

All trademarks, logos or other words or symbols identifying or associated with the Products or BeWo's business shall remain BeWo's exclusive property and will always be used for identifying the Software or other products. The marks are not to be used in combination with trademarks, logos or other words or symbols of any kind that identify or

are associated with the Partner's business. The Partner shall undertake no action that weakens BeWo's property rights to the design nor shall the Partner seek to acquire or register rights to the marks or to use the trademarks, logos or other words or symbols of any kind which may be confused with the marks in any language.

Any use of the marks on the part of the Partner on any kind of media is to be accompanied by the relevant symbols and text acknowledging BeWo's property rights and must comply with BeWo's current rules on the use of the marks.

9 Sales support and marketing

9.1 Marketing by the Partner

The Partner is obliged, in its normal course of business, to actively market the Products during the term of the Agreement. The Partner agrees that BeWo may use the Partners name and logo for marketing purposes.

9.2 Sales support

BeWo makes sales material available in the form of Videos, Online Demo Portal, PowerPoint presentations and PDF-format product sheets. Any other sales material is to be provided by the Partner itself.

In connection with the two first customer cases, BeWo makes reasonable assistance and training available free of charge in connection with a demonstration of the Products. However, the Partner is obliged to pay any travel costs in connection with this. Subsequently, time spent on assistance is to be agreed case by case.

9.3 Products for demonstration and internal use

BeWo may, at its discretion, make Products available to Partner for demonstration purposes and for internal use under this Agreement free of charge (There may be third party components costs, which are passed on to the Partner). The Terms of Service will apply to such use mutatis mutandis.

9.4 Staff and training

The Partner is obligated to maintain a sales and support organization with adequate qualifications to effectively and competently market the Products and provide 1st Level support on the Products to Partner's End-Customers.

10 Product support

10.1 General provisions

The Partner undertakes to provide direct support (1st Level) on the Products to the Partner's End Customers. For as long as the Agreement is in force, BeWo undertakes to provide support on the Products to the Partner. The support is provided to the Partner, not to the End Customer.

If a support task turns out to be caused by incorrect installation or configuration, BeWo reserves the right to invoice the Partner for the time spent, at its current rates.

The support is granted to the Partner over the phone, by email or via the BeWo Support Portal within BeWo opening hours.

10.2 Assistance other than support

If the Partner requests assistance from BeWo in connection with the Set-up, implementation and custom development, such assistance is to be invoiced and agreed separately.

11 Liability

11.1 No warranty

The Products are not covered by any warranty of any kind to the Partner or the End Customer other than what is determined in the Terms of Service. BeWo disclaims any other warranty or liability, whether direct, indirect or statutory, in connection with the Products, including but not limited to marketability, satisfactory quality and suitability for a given purpose.

11.2 Remedial action

The Partner shall notify BeWo Software in writing of any defect in the Products, of which it has knowledge, without undue delay.

The primary liability towards the End User rests with the Partner. The Partner is to give BeWo all reasonable opportunities to remedy such defect, inclusive of using patches, fixes and workarounds, and to render any reasonable assistance to BeWo for remedial action, inclusive of handing over documentation for problems, remote access for BeWo, additional computer runs for duplication of the conditions as at the time of the defect, and access to data files, listings, console logs etc.

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11.3 Indemnification

The Partner shall indemnify BeWo against any claim made and legal proceeding instituted by a third party and against any Loss which may be imposed on BeWo as the result of circumstances, for which BeWo is not liable under this Agreement.

11.4 Limitation of liability

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT IS BEWO AND ITS PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES, AND THEIR OFFICERS, REPRESENTATIVES, AGENTS, CONTRACTORS AND EMPLOYEES, LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, LOST DATA OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY USE OF THE BEWO SOFTWARE SERVICES, REGARDLESS OF (A) WHETHER THE DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE PARTNER WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, RESTITUTION OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL BEWO'S AND ITS PARENT COMPANIES', SUBSIDIARIES' AND AFFILIATES', AND THEIR OFFICERS', REPRESENTATIVES', AGENTS', CONTRACTORS' AND EMPLOYEES', AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY USE OF THE BEWO SOFTWARE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), RESTITUTION OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY THE PARTNER TO BEWO IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF THE YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

Nothing in the agreement, including these Terms, shall be construed to limit BeWo's liability under the mandatory provisions of applicable product liability laws, including the Danish Products Liability Act ("produktansvarsloven"). Any product liability is, however, disclaimed to the furthest extent possible according to applicable laws and the Partner will indemnify BeWo against any third-party claims.

11.5 Force majeure

None of the parties can be held liable for circumstances which render it impossible or unreasonably burdensome to fulfil the obligations under this Agreement, inclusive of, but not limited to war, riots, insurrection, general or local strikes, fire, natural disasters, currency restrictions, import or export bans, disruption of general communications, disruption of or failure in the supply of electricity, supply problems from sub-suppliers, key

employees' long-term illness, widespread virus and the occurrence of force majeure at sub-suppliers. In the event of force majeure, the party affected by such force majeure shall notify the other party in writing, as soon as possible that a force majeure situation has arisen, and both parties are entitled to demand that the time schedules be re-negotiated. If the force majeure situation has lasted for more than 60 days, either party is entitled to terminate the Agreement without notice prospectively.

12 Duration of the agreement

12.1 Term

This agreement enters into force on the date it is signed and continues until it is terminated in accordance with the provisions of this Agreement.

12.2 Termination

Either party may terminate this Agreement at any time by providing at least 6 months written notice to the other party.

12.3 Termination without notice for cause

Notwithstanding clause 12.2 or anything in this Agreement to the contrary, BeWo may terminate this Agreement immediately by providing written notice to Partner:

- a. if Partner breaches any provision of this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by Partner within 15 days after Partner's receipt of written notice of the breach;
- b. if Partner becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or under any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property, or is generally unable to pay its debts as they become due; or if:
 - a. Partner sells, leases, exchanges, transfers or disposes of a material portion of Partner's assets;
 - b. Partner merges or consolidates with or into any other person or entity; or
 - c. a change of control of Partner occurs, in any case without the BeWo's prior written consent.

13 Confidentiality

The parties agree that all information concerning the Products that is not intended for End Customers or other third parties shall be confidential.

The parties also agree that this Agreement and the terms thereof shall be confidential unless BeWo has consented in writing to a publication hereof.

The confidentiality shall apply for an unlimited period of time or as long as the information is unknown to the general public.

14 Governing law and dispute resolution

14.1 Governing law

This Agreement and all matters arising out of or relating to this Agreement party's use of the BeWo Software Services shall be governed by and construed in accordance with the laws of Denmark, provided, however, that the conflict of laws rules must be disregarded to the extent that such rules are non-mandatory.

14.2 Arbitration

The Parties must seek to settle amicably any dispute arising out of the agreement, including these Terms, including any dispute concerning the existence or validity of the agreement, no later than 30 days after either Party's receipt of notice from the other Party including a detailed description of the dispute. Any dispute arising out of the agreement, including these Terms, including any dispute concerning the existence or validity of the agreement, that cannot be settled amicably between the Parties will be decided by arbitration by the Danish Institute of Arbitration. The Danish Institute of Arbitration will apply the rules in force when the application for arbitration is submitted.

Each Party will appoint 1 arbitrator. The Danish Institute of Arbitration will appoint 1 additional arbitrator who will be chairman of the arbitration tribunal. If either Party fails to appoint an arbitrator no later than 30 days after submitting an application for arbitration or receiving Notice of arbitration, the Danish Institute of Arbitration will also appoint that arbitrator.

Neither Party is entitled to disclose confidential information about the arbitration proceedings to others, including information about any decision or award made by the Danish Institute of Arbitration, unless the other Party has consented to any such disclosure of information in writing. Either Party is entitled, however, to disclose information about the

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arbitration proceedings to others if such disclosure is made to protect the Party's interests against the other Party in the best possible manner, to comply with current legislation or public authority decisions or is required by stock exchange listing agreements.

14.3 Interim remedies

This clause shall not prevent BeWo from seeking interim remedies or any similar remedy available under relevant foreign legislation. The Parties will continue the proceedings in accordance with this clause irrespective of whether any interim remedy has been implemented.

For BeWo

For The Partner

Mikkel Bering Alstrup

Mikkel Bering Alstrup

CEO & Co-Founder

Date

Partner name