

## RADIATOR SOFTWARE DISTRIBUTION PARTNER AGREEMENT

v7.1 2018-10-16

THIS DISTRIBUTION PARTNER AGREEMENT (“**Agreement**”) is made on the [ ] day of 20[ ]

BETWEEN

[Radiator Software Oy, address: Varastokatu 3 A, FI-33100 Tampere, Finland, Business ID: 1806724-6, VAT ID: FI18067246] (“**Supplier**”),

AND

[Distribution Partner’s name], address: [], Business ID: []] (“**Distribution Partner**”).

The Supplier and the Distribution Partner are hereinafter also separately be referred to as a “**Party**” and jointly as the “**Parties**”.

WHEREAS:

- (a) The Distribution Partner is qualified and experienced in successfully marketing and distributing technology products in ICT field. The Distribution Partner has requested the Supplier to permit it to market the Software (as defined in Section 1) and to distribute Software licenses to the Licensees (as defined in Section 1).
- (b) In reliance upon the representations made by the Distribution Partner, the Supplier has agreed to grant the Distribution Partner the right to market the Software and to distribute Software licenses, subject to the terms and conditions of this Agreement.

NOW THE PARTIES AGREE as follows:

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### DEFINITIONS

- (a) ‘**Effective Date**’ means the date of signature of this Agreement by the Supplier.
- (b) ‘**Confidential Information**’ means any and all information of confidential nature of a Party or its licensors, including, without limitation, products, documentation, plans, materials, designs, specifications, diagrams, drawings, pictures, trade secrets or inventions (whether or not patented or patentable) supplied or disclosed by such Party to the other Party, whether in writing, orally, electronically or otherwise, and whether designated as confidential or not. The Supplier’s Confidential Information includes also such information supplied or disclosed by the Supplier’s affiliates.
- (c) ‘**Intellectual Property Rights**’ means patents, inventions, trademarks, domain names, rights in know-how, trade secrets, copyrights, database rights, rights related to copyrights, and any other intellectual property rights, whether registered or not, and including without limitation the right to amend and further develop the objects of those rights and the right to assign the rights to third parties, and any applications for the grant of any of the foregoing.
- (d) ‘**Marks**’ means the trade names, trademarks or logos used by the Supplier to identify the Software.
- (e) ‘**Service(s)**’ means the services performed by the Supplier agreed by the Parties to be performed by the Supplier to the Distribution Partner or the Licensees, such as support services, service included in specified service packages, training and/or consultation.

- (f) **‘Software’** means the software products listed on the Supplier’s web page at [<https://open.com.au/>], as the web page is updated by the Supplier from time to time during the term of the Agreement. For the avoidance of doubt, the Distribution Partner is entitled to market only such Software versions and distribute licenses only for such Software versions that are then available from and supported by the Supplier, unless otherwise consented to by the Supplier in written form. The definition of the Software includes also the modifications, fixes, updates, upgrades and derivative works of the Software (together referred to as **“Updates”**) that may be provided to the Licensees or the Distribution Partner by the Supplier, unless other written agreement between the Supplier and the Licensee or between the Supplier and the Distribution Partner governs the Update. Based on this Agreement, the Supplier is not committed to release or provide any Updates, but the provision of the Updates is normally conditioned on a valid support and/or maintenance subscription.
- (g) **‘Software License Agreement’** means the license terms or other terms of use that are applicable to the use of the Software, as amended and notified by the Supplier from time to time.
- (h) **‘Licensee(s)’** means entity end user(s) or prospective entity end user(s) of the Software. A Licensee based on this Agreement may not be the Distribution Partner or the Distribution Partner’s affiliate.
- (i) **‘Online Order Forms’** are the order form(s) which are located on the Supplier’s web site at [<https://www.open.com.au/howtobuy.html>].

## 2 DISTRIBUTION PARTNER’S RIGHTS AND DUTIES

### 2.1 Right to Market and Distribute

Subject to the terms and conditions of this Agreement and subject to the payment of the applicable prices by the Distribution Partner to the Supplier, the Supplier hereby grants to the Distribution Partner a non-transferable and non-exclusive right during the term of this Agreement, at the Distribution Partner’s own expense, to:

- (a) market the Software to the Licensees;
- (b) distribute the Software licenses and the end user Documentation to the Licensees, based on purchase orders accepted by the Supplier; and
- (c) use the Software internally for the purpose of demonstrating the Software to prospective Licensees, and make one (1) back-up copy of such Software solely for back-up purposes provided that the Distribution Partner affixes to such copy all copyright and proprietary notices that appear on the original copy.

If so notified by the Supplier any time during the term of the Agreement, the Distribution Partner may not market the Software or otherwise endeavor to distribute Software licenses to any named Licensee(s), any specified Licensee group or any Licensee(s) within a certain geographical area. Such notification of the Supplier may for example be based on the Supplier’s allocation of the Licensee or a certain geographical area exclusively to another distributor or reservation of the Licensee or the geographical area to the Supplier itself. There can be also other reasons at the Supplier’s discretion. This prohibition is not in force to the extent a mandatory applicable law (if any) prohibits such prohibition.

The Software will be made available to the Distribution Partner and the Licensees only in electronic form for download. Unless otherwise consented to by the Supplier, each ordered Software version or Update (as the case may be) will be made available to the Distribution Partner or the Licensees only once.

There are no implied licenses.

### 2.2 Software License Agreement

The Distribution Partner shall ensure that the Licensees will be bound by the terms and conditions of the Software License Agreement prior to using the Software and the Documentation. Upon the Supplier’s request during or after the term of the Agreement, the Distribution Partner shall provide to the Supplier copies of the agreements entered into by the Licensees, in which the Licensees consent to the Software License Agreement or other written or electronic proof that the Licensees have consented to the Software License Agreement. In case the Supplier requests a Licensee to sign a Licensee form, the Distribution Partner shall ensure that the Licensee signs the Licensee form prior to downloading the Software.

The Distribution Partner shall inform the Supplier of any breach of the Software License Agreement by any Licensee and shall assist the Supplier free of charge in the Supplier's efforts to enforce the terms of the Software License Agreement against the Licensee.

The Distribution Partner shall be solely liable for its commitments towards the Licensees, and shall not on behalf of the Supplier give any warranty or promise with regard to the Software.

### **2.3 Efforts**

The Distribution Partner shall actively use its best reasonable efforts to market the Software and to distribute the Software licenses to the Licensees.

Nothing in this Agreement limits the Supplier's rights market the Software or distribute the Software licenses or its services itself or by its agents or other distributors to any customers or prospective customers, including but not limited to the Licensees.

### **2.4 Restrictions**

Other than expressly authorized by the Supplier in this Agreement, the Distribution Partner shall not attempt or knowingly permit or encourage any other party to: i) rent, lease, license, loan, assign, resell or otherwise transfer the Software, the results of the Services or the Documentation or any copy thereof or to permit any of them to be used, directly or indirectly, by any third party; ii) use the Software, the results of the Services or the Documentation to offer service bureau or time-sharing services to third parties; iii) disassemble, decompile or reverse engineer the Software or the results of the Services or otherwise attempt to derive the source code of the Software or the results of the Services; iv) modify or create derivative works of the Software, the results of the Services or the Documentation; v) use, reproduce or copy the Software, the results of the Services or the Documentation; or vi) otherwise compromise the Supplier's or its licensors' rights in the Software, the results of the Services or the Documentation.

### **2.5 General Conduct**

The Distribution Partner agrees (i) to conduct business in a manner that reflects favorably at all times on the Software and the good name, goodwill and reputation of the Supplier and its licensors; (ii) to avoid deception, misleading or unethical practices. The Distribution Partner shall act in compliance with all laws and regulations.

Nothing in this Agreement shall be deemed to create employment or similar relationship between the Distribution Partner or its employee(s) and the Supplier. The Distribution Partner shall be responsible for the fulfillment of any employer obligations, such as payment of salary, social security any other compensation payable to or in relation to its employees, and shall compensate to the Supplier any direct and indirect damages, costs, expenses, sanctions and losses accrued to the Supplier from any such employment related claims or if any such payments or amounts are imposed on the Supplier.

### **2.6 Permissions and Licenses; Subcontractors**

The Distribution Partner shall be responsible at its expense for acquiring and maintaining all permissions, licenses and approvals necessary for its performance hereunder.

The Distribution Partner shall not engage subcontractors or sub-distributors without the Supplier's prior written consent. The Distribution Partner shall cause its approved subcontractors and sub-distributors to adhere to the relevant provisions in this Agreement, including but not limited to the Sections relating to Intellectual Property Rights and confidentiality, in the form not less stringent than in this Agreement. The Distribution Partner shall be fully liable for the work, actions or omissions of its subcontractors as for the work, actions or omissions of its own.

### **2.7 Marks**

The Supplier grants the Distribution Partner a non-exclusive and non-transferable right during the term of this Agreement to use the Marks in the marketing of the Software, in accordance with the guidelines provided by the Supplier from time to time. The Distribution Partner agrees to cease using the Marks immediately upon any termination of this Agreement or at any time earlier if requested by the Supplier. The use of the Marks shall inure solely to the benefit of the Supplier. The Distribution Partner shall provide to the Supplier, during and after the term of this Agreement where requested by the Supplier, proof of usage of the Marks.

The Distribution Partner shall not register trade or service marks or domain names similar or confusingly similar to the Marks, the Supplier's other trademarks or service marks or the Supplier's company name, auxiliary company names or domain names, or any variations or misspellings thereof.

The Distribution Partner may not remove, alter or modify any Marks or proprietary rights notices from the Software or the Documentation.

### **3 ORDERS**

The Supplier will issue for the purpose of a Licensee a username and password which allows the Licensee to download the Software after all the following have been received by the Supplier:

- (a) either:
  - (i) One of the Online Order Forms from the Distribution Partner for the Software at the agreed Distribution Partner price as set out in Section 8; or
  - (ii) An order from the Distribution Partner for the Software at the agreed Distribution Partner price as set out in Section 8;

and

- (b) Payment from the Distribution Partner if Clause 8 (a) applies.

The orders for the Services are governed by Section 4 of this Agreement.

The terms of this Agreement are applicable to any and all orders made by the Distribution Partner. Any and all other terms of the Distribution Partner (such as the Distribution Partner's procurement, purchase or other terms and conditions) provided by the Distribution Partner or referred to by the Distribution Partner in the Online Order Forms, an order, any other document or otherwise are void and are explicitly not applicable, unless explicitly consented to by the Supplier in written signed form.

### **4 SERVICES**

The Distribution Partner may order Services from the Supplier subject to the Supplier's resources and acceptance by the Supplier of the Distribution Partner's order for such Services. Additionally, the Service descriptions and Service conditions of the Supplier valid at the time of order confirmation shall apply to the Services.

The Distribution Partner undertakes without delay to provide at no charge to the Supplier the materials, information and files necessary for the performance of the Supplier's responsibilities under the Agreement. The Distribution Partner shall perform without delay its other responsibilities that are required for the performance of the Supplier's duties. The Distribution Partner shall also ensure that the Supplier's and its subcontractors' personnel are provided with access to the Distribution Partner's or the Licensees' premises and materials, which are necessary for the Supplier's performance subject to the Agreement.

The Distribution Partner shall be responsible that all information, materials and instructions provided by the Distribution Partner to the Supplier are true, accurate and correct, and that the Supplier may use them for performing the Supplier's duties.

The Distribution Partner shall within twenty (20) days from the Supplier's performance of any Services provide to the Supplier a detailed written description of the possible deviations from the agreed specifications of such Services. In case the Supplier does not receive such description of deviations within such time period the Service and the results of the Services shall be deemed accepted. The Supplier's liability for defects in the provision of the Services is limited to correction of the defects or to repeating the Service at the Supplier's expense, and is limited to the defects reported by the Distribution Partner during the above said time period.

### **5 TITLE AND INTELLECTUAL PROPERTY RIGHTS**

Title and any and all Intellectual Property Rights in and to the Software, the Documentation, the Services and the results of the Services, and any copies, modifications, translations, amendments, updates, upgrades and derivatives thereof (by whomever made) are and shall belong to the Supplier and/or its licensors.

**6 DISCLAIMER OF WARRANTY**

THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. THE SUPPLIER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE AND THE DOCUMENTATION IS BORNE BY THE LICENSEE AND THE DISTRIBUTION PARTNER. SHOULD THE SOFTWARE OR THE DOCUMENTATION PROVE TO BE DEFECTIVE, THE LICENSEE AND THE DISTRIBUTION PARTNER (AND NOT THE SUPPLIER) ASSUME THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

**7 LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT, NEGLIGENCE OR OTHERWISE) SHALL THE SUPPLIER BE LIABLE TO THE DISTRIBUTION PARTNER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY COMMERCIAL DAMAGES OR LOSSES, EVEN IF THE SUPPLIER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THE SUPPLIER IS NOT LIABLE FOR CLAIMS MADE BY ANY THIRD PARTY OR FOR LOSS OF DATA OR FOR COST OF COVER PURCHASE. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT, NEGLIGENCE OR OTHERWISE) SHALL THE SUPPLIER'S LICENSORS BE LIABLE TO THE DISTRIBUTION PARTNER OR ANY THIRD PARTY.

IN NO EVENT SHALL THE SUPPLIER'S AGGREGATE MAXIMUM LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES AND POSSIBLE PRICE RETURNS OR PRICE REDUCTIONS) ARISING OUT OF OR RELATED TO THE SOFTWARE, THE DOCUMENTATION, THE SERVICES AND ANYTHING ELSE COVERED BY THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION OCCURRED DURING ANY CALENDAR QUARTER, EXCEED THE AMOUNT OF THE PRICES PAID BY THE DISTRIBUTION PARTNER TO THE SUPPLIER FOR THE RESPECTIVE SOFTWARE OR THE RESPECTIVE SERVICE THAT CAUSED THE LIABILITY OR WAS OTHERWISE CONNECTED TO THE LIABILITY. VALUE ADDED TAX OR OTHER TAXES OR DUTIES ARE NOT TAKEN INTO ACCOUNT IN THE CALCULATION OF SUCH PRICES. IF THE LAW APPLICABLE TO THIS CONTRACTUAL RELATIONSHIP DOES NOT ALLOW SOME LIMITATIONS OF LIABILITY, THE SUPPLIER'S LIABILITY IS IN SUCH CASE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**8 PRICES AND PAYMENT**

The Distribution Partner shall pay the Supplier for all the Software licenses and the Services the price as set out in Schedule 1. In case some prices are not set out in Schedule 1, the prices payable by the Distribution Partner shall be in accordance with the Supplier's price list at the time of the order or a price agreed on by the Parties in written form.

- (a) Payment by the Distribution Partner shall be made by the Distribution Partner and shall be received by the Supplier prior to processing of any orders or Online Order Forms. Payment can be made by wire transfer in the currency specified in Schedule 2 to the Supplier's nominated bank account (initially nominated in Schedule 2) or by supplying credit card details for processing payments.
- (b) After a credit history has been established and at the discretion of the Supplier, the Supplier may submit an invoice for such prices on the receipt of the Distribution Partner's order or Online Order Form. Payment by the Distribution Partner shall be made within thirty (30) days of the date of the invoice by wire transfer in the currency specified in Schedule 2 to the Supplier's nominated bank account (initially nominated in Schedule 2) or by supplying credit card details for processing payments.

- (c) Value-added tax (VAT), other similar taxes and governmental charges, duties or levies are added to the prices and are payable by the Distribution Partner.
- (d) The Distribution Partner shall reimburse the Supplier for any travel and accommodation expenses and daily allowances accrued to the Supplier when performance of the Services requires agreed traveling. Travel time shall be compensated in accordance with the Supplier's price list at the time of the order.

The Supplier may suspend its performance subject to the Agreement in the event that the Distribution Partner's payment is delayed from the due date, until the date of payment of all delayed payments in full. Any overdue payment shall be subject to an overdue interest at the rate of fourteen percent (14 %) per annum.

## **9 CONFIDENTIALITY**

Either Party may not disclose any Confidential Information of the other Party to third parties and may not use such Confidential Information for any other purposes than to fulfil its duties and use its rights subject to the Agreement. Without limiting the generality of the definition of the Confidential Information, the structure of the Software, and the ideas, methodologies, techniques, expressions and concepts contained in or expressed by the Software, and the Supplier's service models and pricing, and the results of any benchmark, comparisons or other tests of the Software shall be the Supplier's Confidential Information. The Supplier may disclose the Distribution Partner's Confidential Information to its subcontractors to the extent necessary for the Supplier's performance subject to the Agreement, provided that the Supplier has agreed on a confidentiality provision substantially similar as herein with the subcontractors. This confidentiality obligation shall not apply to information: (a) which is generally available or otherwise public through no breach of this confidentiality obligation; (b) which the receiving Party has received without a confidentiality obligation from a third Party; (c) which was in the possession of the receiving Party prior to receipt of the same from the other Party; (d) which the receiving Party has independently developed without using the Confidential Information of the other Party; or (e) which has to be disclosed in accordance with a mandatory judicial or other governmental order or otherwise under law.

This confidentiality obligation is in force with respect to each Confidential Information for five (5) years from the disclosure of the Confidential Information in question. In addition, the Supplier shall have the right to utilize the know-how, skills and expertise that it has learnt in conjunction with the performance under the Agreement and the Supplier shall have a permanent, non-revocable, sublicensable, transferable and free of charge right to use for any purpose any comments or development ideas given by the Distribution Partner to the Supplier. Nothing in this Agreement limits the Supplier's right to maintain in its records and use for any purpose whatsoever, during or after the term of the Agreement, any information about Licensees provided by the Distribution Partner.

## **10 AUDIT RIGHT**

The Distribution Partner agrees to keep complete and accurate books of account and records with respect to the Distribution Partner's compliance with the terms and conditions of this Agreement. Such books and records shall be kept by the Distribution Partner in the Distribution Partner's principal place of business during the term of this Agreement and three (3) years following any termination of this Agreement. During that time the Distribution Partner's books and records shall be available for inspection and copying by any representative or auditor of the Supplier, however, at the maximum two (2) times within a calendar year. Any such audit will be conducted at the Supplier's request during regular business hours at the Distribution Partner's offices where the books and records are maintained, to verify the Distribution Partner's compliance with the terms and conditions of this Agreement. Any such audit shall be at the Supplier's expense, unless the audit reveals the Distribution Partner's non-compliance with the terms of this Agreement, in which case the Distribution Partner, in addition to any other remedy available for the Supplier, shall pay the Supplier's reasonable costs and associated expenses in conducting the audit, in addition to the possibly underpaid amount of prices plus overdue interest accruing from the date such price initially became due.

## **11 TERM AND TERMINATION**

- 11.1 This Agreement shall commence on the Effective Date and shall continue for a period of twelve (12) months from the Effective Date, unless earlier terminated in accordance with the terms hereof.

- 11.2 This Agreement shall automatically renew for each subsequent year unless either Party provides a written notice of termination to the other Party latest thirty (30) days prior to the renewal date.
- 11.3 A Party may terminate the Agreement with immediate effect by a written notice in the event that:
- (a) the other Party commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days after having been given a written notice in respect thereof; or
  - (b) the other Party has become insolvent so that it becomes evident that such Party will not be able to fulfil materially its obligations under this Agreement.
- 11.4 In the event that this Agreement is terminated:
- (a) the Distribution Partner will make full payment within thirty (30) days for all outstanding prices due under this Agreement;
  - (b) the Distribution Partner will not market the Software or distribute any Software licenses;
  - (c) the Distribution Partner will destroy all copies of the Software and the Documentation in the Distribution Partner's possession;
  - (d) no damages, indemnity or termination benefits whatsoever (including, without limitation, for any lost profits or expenses of the Distribution Partner) are due or payable to the Distribution Partner by reason of any termination or expiration of this Agreement, and the Distribution Partner expressly waives the application of any statute, law or custom to the contrary.

## **12 MISCELLANEOUS**

### **12.1 Independent Contractors**

The Parties' relationship shall be solely that of independent parties and nothing contained in this Agreement shall be construed to make either Party an employee, partner, joint venturer or representative of the other for any purpose. The Distribution Partner shall not have the right to act on behalf of or in the Supplier's name in any manner.

### **12.2 Assignment**

Either Party may not assign the Agreement, or any of its rights or duties under the Agreement, without the prior written consent of the other Party. However, the Supplier may assign the Agreement without the consent of the Distribution Partner by operation of law, when assigning the ownership of its assets or part thereof, or to its affiliate. The Supplier shall have the right to subcontract its obligations. The Supplier shall be liable for the actions of its subcontractors as for the work of its own.

### **12.3 Export**

The Distribution Partner shall comply with export regulations, treaties, executive orders, laws and statutes and amendments or supplement thereto. It is the responsibility of the Distribution Partner, at the Distribution Partner's expense, to obtain all approvals and consents required for any export or re-export.

### **12.4 Survival**

Upon any termination of this Agreement, the following Sections shall survive: 5 "Title and Intellectual Property Rights", 6 "Disclaimer of Warranty", 7 "Limitation of Liability", 8 "Prices and Payment", 9 "Confidentiality", 10 "Audit Right", 11 "Term and Termination" and 12 "Miscellaneous". Also, any other provisions which, by their nature, contemplate effectiveness beyond the termination of this Agreement shall survive termination of this Agreement.

### **12.5 Entire Agreement**

The Agreement constitutes the complete agreement between the Parties with respect to the subject matter of the Agreement and it supersedes all previous negotiations, oral and written agreements, marketing materials and proposals and other communications between the Parties with respect to the subject matter of the Agreement.

**12.6 Severability**

If any provision of the Agreement is held to be contrary to law, such provision shall be changed by the Parties and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law. Other provisions will remain in full force and effect.

**12.7 Waiver and Amendment**

Modifications of and additions to this Agreement shall be made in writing and signed by a duly authorized representative each Party. Waivers of rights shall be made in writing and signed by a duly authorized representative of the respective Party. No waiver by either Party shall constitute a continuing waiver or a waiver of any other provision or of breach of this Agreement.

**12.8 Force Majeure**

A Party shall be discharged from his obligations and liability in the case of factors due to an impediment beyond his control, which he cannot reasonably be deemed to have taken into account at the time of the conclusion of the Agreement, and the consequences of which he could not reasonably have avoided or overcome. Such events of force majeure (“**Force Majeure**”) shall include (without being limited to) war, strikes and other labour disputes, acts of government, natural disasters, accidents, fire, failures of telecommunication, general shortages of energy, and failures in Internet and other networks outside the respective Party’s control. A delay of a subcontractor shall be deemed as Force Majeure in case the delay of the subcontractor is also caused by Force Majeure. In case of a Force Majeure and the cessation thereof the affected Party shall promptly and in any case within three (3) days notify the other Party in writing and furnish all relevant information thereto. Any periods specified for the performance of the obligations by the Parties shall be extended by the period of duration of the impediment constituting a Force Majeure and a reasonable time thereafter to reallocate resources back to such performance.

**12.9 Governing Law and Disputes**

This Agreement shall be governed by and construed under the laws of Finland, without giving effect to the principles of conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Any dispute, controversy or claim arising out of or relating to the Agreement shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The arbitrator shall have at least a master’s degree in law from a Finnish university and the arbitrator shall be experienced in dispute resolution within ICT sector. The arbitration shall take place in Helsinki, Finland, and shall be conducted in English. Notwithstanding the above, the Supplier shall be entitled to seek equitable and/or injunctive relief to prevent or stop a violation of the terms and conditions of the Agreement and take legal actions concerning overdue payments, in any court of law.

**12.10 Headings**

The headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.



**Signed by Distribution Partner**

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Job Title

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Signature

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Name clarification

Nominated Contact Person:


Job Title:

Company Address:

Country:

Email address:

Telephone: +

Web address for listing in the Distribution Partners' list on the Supplier's and/or its affiliates' web pages: 

**Signed by Radiator Software Oy**

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Job Title

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Signature

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Name clarification

Nominated Contact Person: Daniela Loya Ramos

Job Title: Sales Manager

Company Address: Varastokatu 3 A, FI-33100 Tampere, Finland

Country: Finland

Email address: partners@radiatorsoftware.com

Telephone: +358 45 1266 895

## **SCHEDULE 1**

### *Distribution Partner Discounted Price*

Discount from the Supplier's list price in force at time of the order:

Discount for Software licenses (except Radiator SIM Pack/Module, Radiator Telco Pack/Module, Radiator Carrier Pack and Radiator GBA/BSF Pack/Module): 40%

Discount for Radiator SIM Pack/Module, Radiator Telco Pack/Module, Radiator Carrier Pack, Radiator GBA/BSF Support Pack/Module, email support and 4 hour installation service: 20%

The prices payable by the Distribution Partner are listed also in the Distributor Partner Online Order Forms.

Access to the Online Order Forms and the Supplier's price lists are issued to the Distribution Partner after the Supplier's signature of this Agreement.

## **SCHEDULE 2**

The Supplier's nominated bank accounts.

### **Details for AUD Electronic Transfer**

**Bank: Nordea Bank**  
**Address: Satamaradankatu 5, 00020 Nordea, Helsinki**  
**Bank Phone: +358 9 1651**  
**Bank branch: SWIFT**  
**Number: NDEAFIHH**  
**Account name: RADIATOR SOFTWARE OY**  
**Account number: FI26 1782 5200 0000 66**  
**IBAN: FI26 1782 5200 0000 66**

### **Details for USD Electronic Transfer**

**Bank: Nordea Bank**  
**Address: Satamaradankatu 5, 00020 Nordea, Helsinki**  
**Bank Phone: +358 9 1651**  
**Bank branch: SWIFT**  
**Number: NDEAFIHH**  
**Account name: RADIATOR SOFTWARE OY**  
**Account number: FI02 1782 5200 0002 07**  
**IBAN: FI02 1782 5200 0002 07**

### **Details for EUR Electronic Transfer**

**Bank: Nordea Bank**  
**Address: Satamaradankatu 5, 00020 Nordea, Helsinki**  
**Bank Phone: +358 9 1651**  
**Bank branch: SWIFT**  
**Number: NDEAFIHH**  
**Account name: RADIATOR SOFTWARE OY**  
**Account number: FI29 1782 3000 0024 73**  
**IBAN: FI29 1782 3000 0024 73**