

# Partner Reselling Agreement

between

the Continia Customer

(hereinafter referred to as 'the Partner')

Partner Name	
Address	
Country	
Date	
Signature Name (Printed)	
Title	

And

**Continia Software A/S**

**Stigsborgvej 60**

**9400 Nr. Sundby, Denmark**

Company registration (CVR) no.: DK32658083

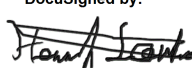
(hereinafter referred to as 'Continia')

who have entered into the following reselling agreement (hereinafter referred to as 'the Agreement') regarding the Partner reselling Continia products. The agreement has been pre-signed on behalf of Continia Software.

For Continia

Date:  
5/25/2018 6:07:57 AM PDT

DocuSigned by:

  
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CEO, Henrik Lærke

Continia Software A/S

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# 1 Agreement

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

As the Partner of Continia Software, representing a Microsoft Dynamics NAV partner, hereby accepts the terms in this agreement.

## 2 Definitions

### 2.1 End Customer

End Customer means the company or companies using Continia Software Products and Third-Party Software thereby having accepted the Software Licence Terms.

### 2.2 Software

Software means the software developed and distributed by Continia Software to which Continia Software holds title, intellectual property rights, inclusive of copyrights.

### 2.3 Third-Party Software

Third-Party Software means software and services supplied by a third party.

### 2.4 Documentation

Documentation means any form of documentation related to the Products, inclusive of, but not limited to flow charts, instructions, manuals etc.

### 3 Scope

The Partner acquires a non-exclusive and non-transferable right to market and distribute the Continia Software Products. The Partner is only entitled to engage in active selling to End customers in Partners home country (where registered) unless otherwise agreed with Continia Software.

## 4 Prices, License Terms and Commission

### 4.1 Prices and discounts

Continia Software product pricing is based on current pricelists as described at [http://continia.com/how-to-buy-\(4\).aspx](http://continia.com/how-to-buy-(4).aspx). Continia Software prices do not include Taxes, VAT or any other local fees that may apply.

Continia Software reserves the right to change the pricelist, including existing Enhancement Plans and subscriptions, with 3 months' prior written notice.

Discount and special quotes are only valid when confirmed by Continia Software.

### 4.2 License Terms

The Continia Software Products can be licensed either via a Purchase License Model or a Subscription License Model, as described in the license terms.

The Continia Software Products are licensed based on users, NAV databases, Companies, usage and functionality as described in the current pricelist and License Terms.

The Partner is obliged to hand out the Licence Terms to the End Customers before the Software is made available and ensure proper licensed.

### 4.3 Partner Commission

The Partner receives commission for license and Enhancement Plans sold, based on the current Partner Commission Plan.

The commission covers sales and support effort provided by the Partner. Continia Software reserves the right to change the Partner Commission plan with 3 months' prior written notice.

## 5 Placing of orders and invoicing

### 5.1 Placing of orders

The Partner should use the Continia Partner Portal found on [www.continia.com](http://www.continia.com) to place orders.

### 5.2 Invoicing

Continia Software 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.

## 6 Rights

### 6.1 Copyright

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

### 6.2 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 interoperability with Third-Party Software. In such case, the Partner is to notify Continia Software of what is needed to achieve such interoperability 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.

### 6.3 Trademarks, logos etc.

All trademarks, logos or other words or symbols identifying or associated with the Products or Continia Software's business shall remain Continia Software's exclusive property and will always be used for identifying the 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 Continia Software'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 Continia Software's property rights and must comply with Continia Software's current rules on the use of the marks.



## 7 Sales support and marketing

### 7.1 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.

### 7.2 Sales support

Continia Software 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, Continia Software 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.

### 7.3 Products for demonstration and internal use

Continia Software makes Products available to Partner for demonstration purposes and internal use under this agreement free of charge (There may be third party components costs, which are passed on to the Partner).

### 7.4 Staff and training

The Partner is obligated to be in a position to be sufficient in selling the Products and provide 1<sup>st</sup> Level support on the Products to Partners End-Customers.

## 8 Product Support

### 8.1 General provisions

The Partner undertakes to provide direct support (1<sup>st</sup> Level) on the Products to the Partners' End customers. For as long as the Agreement is in force, Continia Software 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, Continia Software 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 Continia Support Portal within Continia Software opening hours. The opening hours for phone support are currently as follows:

Monday - Thursday: 9:00 a.m. – 4:00 p.m. CET

Friday: 9:00 a.m. – 2:00 p.m. CET

### 8.2 Assistance other than support

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

## 9 Liability

### 9.1 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 License Terms. Continia Software 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.

### 9.2 Remedial action

The Partner shall notify Continia 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 Continia Software all reasonable opportunities to remedy such defect, inclusive of using patches, fixes and workarounds, and to render any reasonable assistance to Continia Software for remedial action, inclusive of handing over documentation for problems, remote access for Continia Software, additional computer runs for duplication of the conditions as at the time of the defect, and access to data files, listings, console logs etc.

### 9.3 Indemnification

The Partner shall indemnify Continia Software for any kind of direct liability whatsoever which may be imposed on Continia Software as the result of circumstances, which are attributable to the Partner.

### 9.4 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.

## 10 Duration of the Agreement

### 10.1 Termination

The Agreement may be mutually terminated at 6 (six) months' notice. Termination shall be made in writing.

### 10.2 Termination without notice in case of material breach

In the event of the Partner's material breach of his obligations under this Agreement, Continia Software is entitled to terminate the Agreement without notice if the Partner does not bring the breach to an end without reasonable period of time.

### 10.3 Transfer

The Partner shall not transfer his rights and obligations to any third party without Continia Software's written consent. Continia Software is entitled to transfer its rights and obligations to a third party without the Partner's consent. However, Continia Software shall notify the Partner in writing if such transfer takes place.

## 11 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

Continia Software 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.

## 12 Applicable law and dispute resolution

This Agreement shall be governed by Danish law.

In the event that any dispute arises between the parties on a legal or technical issue, either party is entitled to request that an advisory opinion be obtained from an impartial expert on the basis of the applicable rules at any time of the Danish Arbitration Institute on legal/technical opinions in IT cases. In addition to clause 14(2) of the said rules, the parties agree that if a party is unwilling to comply with the advisory opinion, the party in question is to pay the costs of the expert.

If, upon obtaining such opinion, the dispute between the parties persists, proceedings are to be instituted before the local court of Continia Software at the District Court of Aalborg.