



Loftware Partner Program General Terms and Conditions

Version February 2023

Loftware Partner Program General Terms and Conditions

1. Overview

1.1. These Channel Partner General Terms and Conditions (the "**Terms and Conditions**") govern the commercial relationship between the Loftware Group Affiliate ("**Loftware**") and the channel partner and its Affiliates ("**Channel Partner**"), which purchases the Products (as defined herein) either directly from Loftware or from its distributor.

1.2. Loftware wishes to uphold and maintain the reputation of the Products and the Loftware Trademarks, as contemplated under these Terms and Conditions. Loftware is further determined to ensure that the End Users of the Products receive high quality Products, support and maintenance services provided under a Software Maintenance Agreement, Professional Services, and specific guidance in relation to the provision of the Products. The sale, configuration and after sales services in relation to the Products require specific knowledge. Therefore, all Channel Partners must be members of the Loftware Partner Program and fulfill the conditions contained therein, as stated in Section 2.1 below. Channel Partners are required at all times to maintain and abide by these Terms and Conditions and the Channel Partner's corresponding obligations contained herein.

1.3. The provisions of these Terms and Conditions apply to all Channel Partners in the Partner Program.

2. Appointment

2.1. Subject to approval by Loftware, Loftware appoints the Channel Partner as a member of the Partner Program to market and sell the Products on a non-exclusive basis within its Region. The Channel Partner hereby accepts the above appointment as a condition for becoming a member of the Partner Program and agrees to comply with these Terms and Conditions and the terms of the Partner Program, the details of which can be found at <https://www.loftware.com/partners/channel-partner-program>, and which may be changed or amended by Loftware from time to time.

2.2. Loftware appoints the Channel Partner to resell Products to End Users in accordance with these Terms and Conditions, the End User License Agreement, available at <https://www.loftware.com/about-us/legal/end-user-license-agreement> and the Master Software Subscription and Services Agreement, available at <https://www.loftware.com/about-us/legal/master-software-subscription-and-services-agreement>. Such appointment is on a non-exclusive, non-transferrable basis, within the agreed Region for the Term. The EULA and/or MSSA defines the grant of license, scope of license, limitation of license for the Software provided to End Users by Loftware as well as the warranties and liability of Loftware, in relation to the Software provided to End Users by Loftware. Sales to third parties that further sublicense Products to End Users require the advance written approval by Loftware Channel Partner Program management.

2.3. For the purposes of reselling the Products to End Users (the "**Purpose**"), Loftware grants the Channel Partner a non-exclusive right to utilize the Products, but solely to the extent as is necessary for the Purpose. For clarity, the Channel Partner shall be permitted to use the Products for test, demonstration, quality assurance, backup or other similar non-productive and/or non-commercial environment purposes in the course of reselling the Products to End Users. For the avoidance of doubt, the Channel Partner shall be prohibited from using the non-commercial Loftware licenses or Software for any commercial purposes or other purpose other than the Purpose.

2.4. The rights and obligations contained herein are binding on the Channel Partner throughout the validity of the business relationship between Loftware and the Channel Partner pursuant to these Terms and Conditions.

2.5. Loftware reserves the unrestricted right to sell, license, market, reference and distribute or to grant to others the right to sell, license, market, reference and distribute the Products worldwide. All rights not specifically and expressly granted in writing to the Channel Partner under these Terms and Conditions are hereby expressly reserved by Loftware. Nothing in these Terms and Conditions shall be construed or interpreted as preventing Loftware from marketing, promoting, distributing, or supporting the Products to any persons worldwide either directly or via other distributors, partners, agents, or assigns.

3. Partner Program

3.1. Channel Partners may join the Partner Program by registering at <https://www.loftware.com/partners/channel-partner-Partner-Program/become-a-partner> and accepting these Terms and Conditions.

3.2. Loftware will issue a Partner Program Relationship Document annually in which Loftware assigns the Channel Partner to a Partner Program Tier for the current calendar year. Such assignment will be based on the requirements set in the Partner Program and detailed in the Partner Program Guide for which Channel Partner may access at www.loftware.com/partners-pages.

3.3. Channel Partner shall endeavor to fulfill the requirements of the Partner Program Tier, documented in the applicable Partner Program Relationship Document.

3.4. Loftware agrees to provide the benefits of the Partner Program Tier to Channel Partner in line with the Partner Program.

3.5. Loftware may amend the Partner Program from time to time, with prior notification to Channel Partner including but not limited to notification on Loftware's website. The Partner Program in force at the date of this Agreement is available at <https://www.loftware.com/partners/channel-partner-program>. In case of any conflict or inconsistency between the provisions of these Terms and Conditions and the Partner Program, the provisions of these Terms and Conditions shall prevail, unless provided otherwise in these Terms and Conditions.

4. Lead Management

4.1. Loftware will assign leads to Channel Partner in its own discretion. Channel Partner agrees to provide detailed feedback on the qualified leads that Loftware has assigned to Channel Partner within a reasonable timeframe of receipt of the leads from Loftware. By accepting or using customer leads and the personal and business information pertaining to such customer lead ("**Lead Information**") Channel Partner agrees to:

a) use Lead Information to sell Loftware Products and Services along with complimentary solutions, for example, printers and supplies. In no event shall Channel Partner use Lead Information to sell a competitive Product.

b) manage Lead Information in accordance with applicable data protection, privacy, and e-privacy laws and these Terms and Conditions;

c) maintain industry-standard security and technical processes and procedures to protect any unauthorized access to Lead Information; and

d) notify Loftware promptly after becoming aware of any suspected or actual unauthorized access to, or loss of, Lead Information.

5. Project Registration

5.1. Channel Partner agrees to register End Users for Products following Loftware's registration process, documented on the Partner Portal.

5.2. Loftware will automatically link project registrations in the Partner Portal to leads in Loftware's private customer relationship management tool. Channel Partner hereby confirms that it consents to and understands that once a lead is linked to a registered project or opportunity with an End User, Lead Information related to the End User will become visible to Loftware's sales personnel in Loftware's private customer relationship management tool.

5.3. Channel Partner must complete a project registration form before Loftware's pre-sales specialists technically scope the project. Scoping is a Pre-Defined Service which may be purchased from Loftware and is delivered by the Loftware pre-sales team. Where a Channel Partner has registered a project, the Channel Partner is entitled to request assistance from Loftware's pre-sales specialists or technical support personnel. Loftware will assign the appropriate support, in its commercially reasonable discretion, to Channel Partner for that project. Loftware will inform Channel Partner if another Channel Partner has already registered the same project (on a no-name anonymized basis).

Channel Partner must invoice the project in the country of the Channel Partner. Loftware and Channel Partner will manage on a case-by-case basis Projects that Channel Partner will invoice outside of the Channel Partner's country.

6. E-Commerce

6.1. In North America, partners must follow Loftware's MAP guidelines at <https://www.loftware.com/siteassets/docs/legal/minimum-advertised-price-policy-2023-us-and-canada.pdf>

6.2. Channel Partner may advertise, offer and sell Products via its online e-commerce site in compliance with Loftware guidelines for its e-commerce sites ("Guidelines"), at <https://www.loftware.com/about-us/legal>, as demonstrated at <https://www.loftware.com/buy-online>.

6.3. Channel Partner agrees that if Loftware decides, in its sole and reasonable discretion, that Channel Partner's online presence is not materially in accordance with the Guidelines, the Channel Partner will be required to change and update its website in accordance with Loftware's instructions. Channel Partner agrees that failure to comply with Loftware's instructions in a reasonable and timely manner will be cause for termination of Channel Partner as a member of the Partner Program under these Terms and Conditions.

6.4. Channel Partner may not represent Loftware online without complying with the Guidelines for e-commerce platforms.

6.5. For the avoidance of doubt, Channel Partners that offer Products on their websites must be members of the Partner Program.

6.6. Certain Products, including NiceLabel LMS and Professional Services, are not available for purchase by e-commerce. Website offers for these Products on the Channel Partner's website should indicate 'Request a Consultation', 'Price on Application', or similar phrasing indicating that further consultation is required. This requirement allows for a sales consultation to determine what Product and associated services are best suited to an End User's specific needs and requirements.

7. Marketing and Trademark Usage

7.1. Channel Partner shall promote the Products on its website(s).

7.2. Channel Partner shall take full advantage of the Digital Partner Program, as documented at <http://www.loftware.com/partners-pages>.

7.3. By accepting these Terms and Conditions, Channel Partner agrees to comply with the Partner Program's guidance for website modifications, marketing automation, and e-commerce, provided that these website changes, marketing automation and e-commerce are in relation to the Products.

7.4. Loftware will provide Channel Partner with digital partner logos, product imagery, text and other content for use on its sites. Channel Partner may not alter the imagery, including but not limited to Trademarks, supplied by Loftware in any way.

7.5. Channel Partner is entitled to use the Partner Program digital logo and Trademarks strictly to represent themselves as a member of the Partner Program for promotional activities regarding the Purpose.

7.6. Channel Partner, in its use of any Loftware digital imagery and/or Trademarks, will at all times act in a manner that preserves the rights of Loftware as the owner of the imagery and/or Trademarks and shall not assert, claim or contest, nor shall there accrue to Channel Partner, any right in the digital imagery and/or Trademarks. Channel Partner shall not be entitled to use any other imagery/Trademarks other than those supplied by Loftware for the promotion of the Products for the Purpose. In no event shall the Channel Partner use digital imagery and/or Trademarks in a manner that is misleading or provides any impression that it owns or is the developer of Loftware's digital imagery and/or Trademarks or Products. All rights not expressly granted herein are reserved by the Loftware. If Loftware, in its sole and reasonable discretion, determines that any use of Loftware's digital imagery and/or Trademark is inaccurate, misleading, or not within the scope of the rights granted under these Terms and Conditions, Channel Partner will promptly cease such use and change or correct such use at its own expense as directed by Loftware.

7.7. Channel Partner shall not register or use any Loftware domain name including but not limited to in its website name, email addresses, its company name, or similar usage that expressly states or implies that Channel Partner is Loftware or a Loftware Group Affiliate.

7.8. Channel Partner shall maintain complete and accurate documentation detailing Channel Partner's performance of and compliance with its obligations under this Section 7. Channel Partner will be obligated to provide any such documentation to Loftware upon reasonable request.

8. Technical Support

8.1. Channel Partner's representatives who have achieved at least 'Essentials Certification' utilizing the Partner Academy are entitled to access Software technical support at no additional charge for its own internal technical escalations. Channel Partner may not escalate issues to Software on behalf of End Users which have not entered into a Software Maintenance Agreement ("SMA") with Software. For clarity, SMA's are purchased separately from on premise products, unless noted otherwise by Software, while standard SMA's are bundled with the recurring fees for Subscription Services. Channel Partner shall be responsible for ensuring technical support is provided where End User and Software do not have any SMA in place.

8.2. The Channel Partner may sell Software Maintenance Agreements to End Users as part of the Partner Program for the Purpose. Software technical support may receive and respond to calls, emails and web enquiries directly from the Channel Partner's End Users whose Products are under an active SMA, and from the Channel Partner on behalf of End Users whose Products are under an active SMA.

8.3. Applications, configurations, integrations, or software otherwise not included in the Products by Software are the responsibility of the Channel Partner to support. For the avoidance of doubt, Software technical support will direct calls, emails and web enquiries which concern applications, configurations, integrations, or software otherwise not included in the Products by Software back to the Channel Partner.

8.4. During the Term Software agrees to provide the Channel Partner with updates to the Software as and when such updates are released and provided by Software. Updates may only be supplied to End Users if they have an active SMA with Software or if such updates are paid for separately by the End User as a product upgrade approved by Software. For clarity, Software applies updates automatically to NiceLabel Cloud Accounts as part of the bundled SMA with a NiceLabel Cloud subscription.

9. Professional Services

9.1. Software delivers two models of Professional Services to its Channel Partners:

- a) those that are Pre-Defined Services; and
- b) those that require a SOW.

9.2. Pre-Defined Services are described on Software's price list ("Price List") and may be quoted by the Software pre-sales and sales teams respectively. Channel Partner may resell Pre-Defined Services using the Software Part Number (which is referenced as "SKU") on the Price List without the need for an SOW. For clarity, Professional Services that require an SOW include Project Delivery Services.

9.3. Professional services that require a SOW will be carried out based on the SOW executed between the End User and the Channel Partner and the subsequent mutually agreed SOW between the Channel Partner and Software. Software will provide Channel Partner with a SOW following a pre-defined, chargeable technical scoping or discovery workshop. Channel Partner will create a back-to-back, mirror version of the deliverables described in the SOW. Channel Partner will provide the back-to-back, mirror version to the End User for approval and sign off. Channel Partner and Software will execute the

SOW to authorize the Software Professional Services team to commence the scope of work as set forth in the applicable SOW.

9.4. Each SOW shall be deemed to incorporate the provisions of these Terms and Conditions as though such provisions were set forth therein in their entirety, and shall set forth: (i) a project overview; (ii) a description of the Professional Services to be performed by Software; (iii) the fees to be paid by Channel Partner for the Professional Services; (iv) any general or project-specific assumptions; and (v) any additional terms and conditions as may be mutually agreed upon by Software and Channel Partner. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and the provisions of a SOW, or a purchase order ("PO") issued for payment under the SOW, the provisions of these Terms and Conditions will control.

9.5. After execution of a SOW between Channel Partner and Software, the Professional Services to be provided under that SOW may only be changed through a change order mutually executed by the Parties as defined in the applicable SOW.

9.6. Software may use subcontractors for the delivery or performance of Professional Services.

9.7. Deliverables (as defined in an order or SOW) shall be deemed accepted by the Channel Partner in accordance with the terms of the applicable order or SOW.

9.8. Software will invoice Channel Partner or Channel Partner's distributor against agreed milestones. Except as otherwise provided in a Statement of Work, Software shall invoice Channel Partner on a monthly basis, in arrears, for all fees, taxes and expenses that have been earned or incurred by Software or its personnel during that month in connection with its performance of such Professional Services. Except as otherwise provided in a Statement of Work, Company agrees to pay such invoiced amounts within thirty (30) days of the date of the applicable invoice.

9.9. Software is only responsible for delivering the Professional Services described and defined in the SOW or, in the case of Pre-Defined Services, in the Price List.

10. Products Purchased Directly from Software for Resale

10.1. Software agrees to sell the Products to Channel Partner for the Purpose, as set forth in Section 2.3, and apply discounts to the Channel Partner's PO's as set forth in Partner Program Relationship Document and subject to the provisions of these Terms and Conditions. Channel Partner shall pay all fees, as set forth in the applicable order, as set forth in Section 12.4.

10.2. Orders. All Product orders placed by the Channel Partner to Software directly shall be in writing and shall be subject to these Terms and Conditions. All Product orders must follow Software's instructions or utilize Software's order form, and always include the following information: purchase order number, Software part number, description, number of printer seats, unit quantity, unit purchase price, total price and End User details including but not limited to the contracting legal entity, address, and primary point of contact with associated email address. Channel Partner agrees to provide End User details as well as term start and end dates when ordering and purchasing a SMA and Subscription Services. The order is only deemed processed in case of written order confirmation issued by Software. Software shall confirm number of seats, license restrictions, all other matters regarding licensing, and in case of the SMA and Subscription Services, determine the

commencement date as well as end date of any such SMA or Subscription Services in the written order confirmation or in the applicable invoice. Loftware reserves the right to reject any order that does not conform to these order requirements. For clarity, a Product order for the sale and purchase of the Products shall not be fulfilled until a Channel Partner's order has been processed and confirmed by Loftware in writing.

10.3. For the avoidance of doubt, these Terms and Conditions shall supersede any provisions of any PO or other documentation from the Channel Partner which conflict or are inconsistent with, vary from or are in addition to the provisions of these Terms and Conditions, and any such provisions shall be deemed null and void. All overdue, delinquent, or outstanding payments in relation to the Products must be remedied and paid in full before a Product order is processed and confirmed by Loftware.

10.4. Delivery. Loftware shall use commercially reasonable endeavors to notify the Channel Partner when the Products are ready to be downloaded and/or accessed, and shall provide all reasonable instructions, including any necessary access rights, activation codes or license keys. Physical Products(s) will typically be shipped and non-physical Products(s) e.g. license keys and SMA's will be supplied electronically by Loftware to the Channel Partner or End User as applicable. Loftware shall use commercially reasonable efforts to meet the mutually agreed upon delivery date.

10.5. Pricing and Payment. Prices for Products shall be those specified in Loftware's price list applicable for the Region of the Channel Partner valid at the date of submission of an order by the Channel Partner, less applicable Program discounts, in functional currency as determined by Loftware in its sole discretion. Unless indicated otherwise, all prices are exclusive of any taxes (such as VAT or WHT), duties and/or any other levies or taxes which might be chargeable in connection with such amount. Without limiting the foregoing, Channel Partner is

responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, provincial, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Loftware's income.

10.6. Unless otherwise specified in a written Product order or SOW, the Channel Partner agrees to pay Loftware within thirty (30) days after the issuance of a Loftware invoice. All payments shall be made via bank/wire or direct transfer to Loftware's designated bank account or using other payment methods as defined on the invoice or order confirmation. All payments will be made in the currency indicated on the invoice. The Channel Partner may receive a written notification from Loftware for all invoices overdue. Loftware may cease the provision of technical support, Professional Services, and/or provision of software if such failure to pay overdue invoices continues for ten (10) days following written notice thereof, without incurring any obligation or liability to Channel Partner or any other third party by reason of such cessation, and Loftware may request a 100% prepayment for any further provision of technical support, Professional Services, and software delivery from Channel Partners that have failed to remedy overdue invoices. Loftware may, in its reasonable discretion, choose not to process and accept new Product Orders or SOWs from Channel Partner if Channel Partner has not settled and paid overdue invoices.

10.7. Late Payment. If Customer fails to make any payment when and as due then, in addition to all other remedies that may be available, Loftware may charge interest on the past due amount at the rate of one and one-half percent (1.5%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. Channel Partner shall reimburse Loftware for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

APPENDIX A – DEFINITIONS

Defined Terms

For the purposes of these Terms and Conditions:

“**Affiliate**” includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party OR any business entity from time to time Controlling, Controlled by, or under common Control with, either party. By way of clarification, the term Affiliate includes both: (i) entities that are Affiliates as of the Effective Date of this Agreement and (ii) entities that become Affiliates after the Effective Date of this Agreement. For Loftware, Euro Plus d.o.o., NiceLabel entities and Prisym ID entities are considered “Affiliates”. For the sake of clarity, Channel Partners in the Americas will be invoiced by Loftware, Inc., in EMEA by Euro Plus d.o.o. or Loftware Inc., in APAC (excluding China) by NiceLabel Asia Pacific Ltd., Euro Plus or Loftware Inc., and in China by NiceLabel Software Co., Ltd., China.

“**Control**” of a business entity shall mean:

- it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a corporation company; or
- has the legal power to direct or cause the direction of the general management of the company.

and “**controls**” or “**controlled**” shall be construed accordingly.

“**Documentation**” shall mean the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Software, available at <https://www.loftware.com/downloads/user-guides> including any updates thereto.

“**End Users**” means the definitive end customer which utilizes the Products and provides payment to the Channel Partner.

“**End User License Agreement**” (“**EULA**”), available at <https://www.loftware.com/about-us/legal/end-user-license-agreement> means the document that governs the usage of on-premise NiceLabel software licensed on a perpetual basis.

“**Loftware Group**” means the companies or entities which are Affiliates of Loftware, Inc, a Maine Corporation, located at 249 Corporate Drive, Portsmouth, New Hampshire 03801, United States of America.

“**Master Software Subscription and Services Agreement**” (“**MSSA**”) means the document that governs the usage of Cloud-based NiceLabel software licensed on a subscription basis documented at <https://www.loftware.com/about-us/legal/master-software-subscription-and-services-agreement>.

“**Partner Portal**” means the password protected Loftware website accessible only to members of the Partner Program at <http://www.loftware.com/partners-pages>.

“**Pre-Defined Services**” are those Professional Services that include scoping, training and limited scope Professional Services, which are defined in the NiceLabel Price List, and which do not require a SOW.

“**Products**” shall encompass the complete range of Software products marketed under the brand “Loftware”, “NiceLabel”, or “Prisym ID”. Products include labelling Software and any other products as released by Loftware from time to time or any update.

“**Professional Services**” shall include those installation, configuration, implementation, and training services in respect of the Software or Subscription Services, as detailed in Section 9 of the Terms and Conditions, other than the support and maintenance services under a Software Maintenance Agreement.

“**Partner Program**” means the Loftware Channel Partner Partner, documented at <https://www.loftware.com/partners/channel-partner-Partner-Program>.

“**Partner Program Tier**” or “**Tier**” means the level that the Channel Partner occupies within the Partner Program for the current calendar year. The Tiers are named Affiliate Partner, Authorized Partner, Business Partner and Solutions Partner.

“**Partner Program Relationship Document**” means the document that is issued to Channel Partner each year with details that include: the region in which Channel Partner is authorized to sell, the discounts at which Channel Partner purchases and the Channel Partner’s Tier in the Partner Program.

“**Prohibited Country**” means Crimea, Cuba, Iran, North Korea, Russia, Syria, or other sanctioned or embargoed destinations as designated from time to time by the United States, United Kingdom, EU, or other governing authority applicable to the Region in which the Channel Partner conducts business on behalf of Loftware.

“**Project Delivery Services**” means Professional Services that require a Statement of Work.

“**Promotional Materials**” means generic marketing and sales materials provided by Loftware to Channel Partner that are expressly specified for redistribution to End Users.

“**Region**” shall mean a region in which the Channel Partner is domiciled (having its registered address) that shall also be the region in which the Channel Partner is allowed to market and sell the products. Regions are for the purpose of these Terms and Conditions divided into:

- EMEA = Europe, Middle East, Africa
- APAC = Asia Pacific region
- AMER = Americas

“**Software**” shall mean any software or licenses provided by Loftware including NiceLabel Cloud software and applications which are made up of Loftware or Loftware Group Affiliate proprietary software.

“**Statement of Work**” or “**SOW**” shall mean the statement of work that Loftware and Channel Partner execute for the provision of specific Professional Services that require a detailed technical functional specification and which include Project Delivery Services.

“**Subscription Services**” shall mean the software as a service offering deployed on premise or in a cloud environment using systems provided by Loftware, which are made available by Loftware as a service via the internet.

“**Trademarks**” means any and all trade names, trademarks and service marks, current or future, registered or unregistered in any country of the world, and owned by Loftware or any of its Affiliates.

APPENDIX B – GENERAL OBLIGATIONS

1. General Obligations of the Channel Partner

1.1. Channel Partner shall ensure it does not:

a) make, give or by any act or omission give rise to any license, promise, warranty, guarantee, indemnity, representation, agreement, arrangement or binding right, remedy or obligation (howsoever arising under any legal theory) concerning the Products and Documentation other than those strictly in accordance with those explicitly set forth in the EULA and MSSA, as applicable;

b) supply or license the Products and Documentation to any third party:

- until the relevant third party has duly entered into an EULA and/or MSSA, as the case may be, that is legally binding under all applicable laws on each the Channel Partner and End User (and shall promptly provide evidence of the same at Software's request); and
- other than in accordance with the terms of the relevant EULA, MSSA and these Terms and Conditions;

c) provide any support, maintenance or other services in connection with the Products other than those contemplated under these Terms and Conditions and under the terms of a duly executed EULA and/or MSSA; or

d) amend, modify or vary any terms of any EULA and/or MSSA with any End User.

1.2. Channel Partner shall at all times:

a) make the End Users aware of their obligations under the EULA and/or MSSA; and

b) promptly provide Software with such information and assistance as Software may reasonably require for the purpose of enforcing the terms and conditions of the EULA and/or MSSA with an End User.

1.3. Channel Partner shall be responsible for obtaining any import-export licenses or permits necessary for entry, deployment, and use of the Products into the Region as well as any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Products ("**Channel Partner Import-Export Obligations**"). The Channel Partner further agrees to indemnify and hold Software, its Affiliates, and its subcontractors harmless from any liability arising from the Channel Partner Import-Export Obligations.

1.4. Channel Partner shall observe and comply with all applicable laws related to export trade control and economic sanctions including those of the European Union ("**EU**") and EU member states, United Kingdom and the United States. Accordingly, the Channel Partner agrees to not supply Products to parties, organizations or entities in violation of applicable export restrictions including those of the European Union and EU Member States, United Kingdom and the United States, nor to parties, organizations or entities which there is reasonable suspicion to believe that they fail to fully comply with the applicable national or international laws and regulations on export trade control. For clarity, the parties agree that Channel Partner is responsible for ensuring that the Products or services are not exported or re-exported to any Prohibited Country or otherwise embargoed country that would put either party in violation of applicable export trade control laws.

2. Right to Audit

2.1. Software may conduct an audit of Channel Partner's performance of its obligations under the Terms and Conditions upon ten (10) business days' advanced written notice to Channel Partner. Audits shall take place during Channel Partner's normal business hours, and Channel Partner shall allow Software's staff and their internal and external auditors access to any information, premises, systems and equipment as is reasonably and strictly necessary for audit purposes regarding the Purpose and Channel Partner's performance of its obligations under these Terms and Conditions and the Partner Program. Notwithstanding the foregoing, the parties agree that Software may conduct an audit at any time for claims of material breach of these Terms and Conditions, misappropriation, fraud, or business irregularities that could reasonably and foreseeably subject Software to being in breach of applicable laws.

2.2. Each party will bear its own internal costs and the costs of any third-party advisors or auditors used by that party in relation to any audit undertaken. Nevertheless, should Software demonstrate, that:

a) the Channel Partner has failed to provide required information related to the Purpose or the performance of the Channel Partner's Obligations under these Terms and Conditions or the Partner Program;

b) any information previously made available to Software was inaccurate or incomplete; or

c) Channel Partner has not complied with these Terms and Conditions and such non-compliance is incapable of being remedied or remains unremedied after a period of ten (10) days after Software provides Channel Partner with written notice of such non-compliance.

The Channel Partner then agrees that it shall bear all commercially reasonable costs Software incurs in the course of any such audit or enforcement of these Terms and Conditions including costs of remedial actions.

2.3. Channel Partner agrees to maintain accurate and complete accounts and records of all matters relevant to the performance of its obligations under these Terms and Conditions for the Purpose during the Term and for a period of six (6) months afterwards, including:

a) inquiries from and correspondence with End Users and potential End Users;

b) transactions, legal proceedings, or other proceedings with End Users;

c) all communications regarding the Products (including any calls or other communications with Customers relating to reported defects or deficiencies in any of them);

d) all documentation and information related to the cooperation with Software based on these Terms and Conditions; and

e) the distribution and sub-licensing of the Products to each End User.

3. Warranty

3.1. The Channel Partner consents and acknowledges that Software will not be responsible for any configuration, connection or communication failures, disruptions, errors, distortions or delays Channel Partner may experience when using or downloading the Products, howsoever caused.

3.2. Software warrants that: (a) the Software will perform materially in accordance with the Documentation, (b) it will utilize commercially reasonable efforts to correct material defects in the Software that are reported by the Channel Partner and/or End User or its users as (if a malfunction is due to a problem with End User's hardware or software, Software may so inform the End User and it will be End User's responsibility to obtain and pay for any repairs or modifications required for such End User's hardware or software), (c) Software will perform the Professional Services and software support services for End Users under an SMA using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services to meet Software's obligations under these Terms and Conditions, EULA and MSSA, (d) the Documentation will be reasonably updated so that it continues to describe the Software and Subscription Services in all material respects, (e) to the best of its knowledge, the Software does not contain code whose purpose is to disrupt, damage, or interfere with End Users systems, software, or End User's data, including but not limited to any virus, Trojan horse, time bomb, malware, or any other malicious code. The remedies provided in this clause 3.2 will be the Channel Partner's exclusive and sole remedies for any failures of the warranties set forth herein.

3.3. **EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS, EULA, AND MSSA, THE SOFTWARE, SUBSCRIPTION SERVICES, SOFTWARE SUPPORT SERVICES UNDER AN SMA, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND SOFTWARE DISCLAIMS AND REJECTS ALL REPRESENTATIONS AND WARRANTIES EXPRESS OR IMPLIED. SOFTWARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SOFTWARE MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, SOFTWARE SUPPORT SERVICES UNDER AN SMA, DOCUMENTATION, PROMOTIONAL MATERIALS, OR ANY PRODUCTS, DOCUMENTS, OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.**

3.4. Channel Partner acknowledges and shall ensure that any End User acknowledges and agrees that Software and its licensors are not responsible for: (i) the accuracy or integrity of any End User data, (ii) the performance of End User's or its users' equipment, (iii) delivery of services or connectivity provided by third parties to End User and its users, (iv) any loss or corruption of End User data that occurs as a result of transmitting or receiving End User data or viruses due to End User's, or its Users' connection and access to the internet, or (v) any third party hardware or software, including but limited to any delays in Software's performance of its respective obligations under these Terms and Conditions caused by any such third party hardware or software. **FOR THE AVOIDANCE OF DOUBT, NO DEALER, AGENT OR**

EMPLOYEE OF CHANNEL PARTNER IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY PROVIDED IN SECTION 3.

4. Limitation of Liability

4.1. **Exclusion of Damages.** To the maximum extent permitted by applicable law, in no event will Software, its Affiliates, or subcontractors be liable to Channel Partner or any third party for any use, interruption, delay, or inability to use the Products; lost revenues or profits; loss of production; delays, interruption, or loss of services, business, or goodwill; loss or corruption of data; loss resulting from system or system service failure, malfunction, or shutdown; failure to accurately transfer, read, or transmit information; failure to update or provide correct information; system incompatibility or provision of incorrect compatibility information; or breaches in system security; or for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of or in connection with these Terms and Conditions, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not Channel Partner was advised of the possibility of such damages.

4.2. **Cap on Monetary Liability.** In no event will Software, its Affiliates, or subcontractors collective aggregate liability under or in connection with this agreement or its subject matter, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, exceed (a) in the case of a one-time license fee, the total amount paid to Software by the Channel Partner, (b) in the case of a monthly subscription, the total amount paid to Software by Channel Partner over the twelve (12) months prior the date of the event giving rise to the claim, (C) in the case of a SMA (as defined above), an amount equal to the SMA fee, or if the three year SMA is purchased, a prorated portion of such SMA fee not to exceed the portion of such SMA fee attributable to a one year period, or (D) in the case of Professional Services, the total amount paid to Software by Channel Partner over the twelve (12) months prior the date of the event giving rise to the claim.

4.3. **Essential Basis.** Channel Partner acknowledges that the disclaimers, exclusions and limitations of liability set forth in these Terms and Conditions form an essential basis of the bargain between the parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of these Terms and Conditions, including the economic terms, would be substantially different.

5. Force Majeure

5.1. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached these Term and Conditions, for any failure or delay in fulfilling or performing any term of these Terms and Conditions (except for any obligations to make payments), when and to the extent such failure or delay is caused by circumstances beyond such party's reasonable control (a "Force Majeure Event") such as strike, fire, flood, pandemic or public health crisis, governmental acts or orders or restrictions or other action which prevents the manufacture or delivery of the Products, acts of terrorism, inability to obtain or interruption(s) with the supply of raw materials, energy, gas, telecommunications or similar, earthquakes, disasters, unexpected production problems of Software. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

6. Relationship

6.1. The relationship of the parties regarding the Products is that of independent contractors, and neither party is and shall not be deemed to be an employee, agent, partner or joint venture partner of the other. Neither party shall have the right to, directly or indirectly, make any (express or implied) obligations in the name of the other party. Neither party shall have the right to represent itself to have any power, right or authority to bind the other party or to create any obligation or responsibility for the other party. In particular, Loftware employees shall at all times remain the employees of Loftware and at no time will be considered an employee of the Channel Partner or End User. The relationship between the parties hereunder shall also not have any effect whatsoever on any legal relationships between the Channel Partner and its customers or suppliers with regard to the Products and these Terms and Conditions shall only apply to the relationship between the Channel Partner and Loftware.

7. Lawful Use Only and Fulfillment of Legal Requirements

7.1. Products may only be used for lawful purposes. Channel Partner must comply with all applicable local and international laws, regulations or conventions, including without limitation those related to data privacy, international communications, and exportation of technical or personal data. Products may not be used for any criminal or illegal activities or any activities that may reasonably and foreseeably be legally actionable.

7.2. If any notification or approval of any governmental or other authority is required prior to or following the execution of this Terms and Conditions, the Channel Partner agrees to promptly notify Loftware of any such requirements and to make any and all required notifications, filings, and/or to obtain any relevant approvals.

7.3. The Channel Partner shall ensure that the distribution and import, export, and re-export of the Products are in compliance with all applicable laws, regulations, orders, or other restrictions of the countries where the Products(s) is/are distributed in accordance with Sections 1.3 and 1.4.

8. Intellectual Property Rights

8.1. Products and accompanying Documentation and all intellectual property residing therein are the intellectual property of Loftware. Channel Partner agrees and acknowledges that: (a) all rights, title and interest in the Loftware intellectual property is owned by and shall remain vested in Loftware, (b) all use of the same shall inure to the benefit of Loftware, and (c) nothing contained in or undertaken pursuant to this Terms and Conditions shall give Channel Partner any right, title or interest in or to the same, other than those granted with these Terms and Conditions. The Channel Partner will not attempt to apply for or register any Loftware intellectual property in its own name or solicit or give permission to any third party to do so and will further not use and/or register any intellectual property, as applicable, as a domain name. If the Channel Partner breaches this provision, in addition to the other remedies available to Loftware under these Terms and Conditions, it will or will ensure that a third party transfers any applications, registrations, renewals or similar to Loftware without any costs to Loftware and will or will ensure that a third-party signs any and all documents needed for a successful transfer of such intellectual property rights to Loftware. The Channel Partner shall promptly notify Loftware if it becomes aware of or suspects any infringement of Loftware's intellectual property rights in the Products or Documentation and will fully cooperate with Loftware in any legal action taken by Loftware to enforce its intellectual property rights, subject to Section 9.

9. Indemnification

9.1. Channel Partner Indemnification. The Channel Partner shall indemnify and hold Loftware, its Affiliates, and its subcontractors harmless from and against any and all third party claims, suits, litigations, proceedings, actions, investigations (collectively, "**Claims**") and shall pay all losses, damages, judgments, notifications, costs, fees, penalties, interest, liabilities, settlements, awards, fines, and expenses (including reasonable attorneys' fees and costs of enforcing any right of indemnification hereunder) (collectively, "**Losses**"), arising out of (i) faulty or improper incorporation, installation, integration or support of the Products(s) by the Channel Partner, (ii) any misrepresentations by the Channel Partner in respect of the Products(s), (iii) any violation by the Channel Partner of any of the material provisions of these Terms and Conditions and/or Agreement, or (iv) any Channel Partner's violation of any rights of any third person or entity, or (v) any negligent, tortious or intentional acts or omissions on the part of the Channel Partner or its employees or agents. If Loftware is obligated to respond to a third-party subpoena or other compulsory legal order or process described above, the Channel Partner shall also reimburse Loftware for reasonable attorney fees, as well as Loftware' employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

9.2. Loftware Indemnification. If a third party brings a Claim that the Software, Documentation, or use of the Subscription Services in accordance with the EULA and/or MSSA infringes upon any third party intellectual property right, subject to Channel Partner's compliance with clauses 9.2 and 9.3 below, Loftware will defend Channel Partner against such action at Loftware's expense and pay all damages finally awarded through judgment or settlement. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

a. third-party materials, End User personal data or Channel Partner personal data;

b. access to or use of the Loftware Software, Subscription Services, or Documentation in combination with any hardware, system, software, network, or other materials or service not provided by Loftware or specified for Channel Partner's use in the Documentation, unless otherwise expressly permitted by Loftware in writing;

c. modification of the Loftware Software, Subscription Services, or Documentation other than: (i) by or on behalf of Loftware; or (ii) with Loftware's written approval in accordance with Loftware's written specifications;

d. failure to timely implement any modifications, updates, upgrades, replacements, or enhancements made available to Channel Partner by or on behalf of Loftware.

9.3. Indemnification Procedure. Each party shall promptly notify the other party in writing of any Claim for which such party believes it is entitled to be indemnified pursuant to Clause 9.1. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice/reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Claim on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the

Indemnitor fails or refuses to assume control of the defense of such Claim, the Indemnitee shall have the right, but no obligation, to defend against such Claim, including settling such Claim after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate.

9.4. Mitigation. If the Software, Subscription Services, or Documentation are, or in Loftware's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party intellectual property right, or if Channel Partner's or any End User's use of the Software, Subscription Services, or Documentation is enjoined or threatened to be enjoined, Loftware may, at its option and sole cost and expense:

a. obtain the right for Channel Partner to continue to materially use the Software, Documentation, and/or Subscription Services;

b. modify or replace the Software, Documentation, and/or Subscription Services, in whole or in part, to seek to make the Software, Documentation, and/or Subscription Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Software, Documentation, and/or Subscription Services as applicable; or

c. by written notice to Channel Partner, terminate this Agreement with respect to all or part of the Software, Documentation, and/or Subscription Services and require Channel Partner to immediately cease any use of the Software, Documentation, and/or Subscription Services or any specified part or feature thereof.

9.5. Sole Remedy. THIS SECTION 9 SETS FORTH CHANNEL PARTNER'S SOLE REMEDIES AND LOFTWARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE, DOCUMENTION AND/OR SUBSCRIPTION SERVICES, OR ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Confidentiality

10.1. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 10.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or otherwise) that the Disclosing Party considers confidential or proprietary, including but not limited to information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, information related to financial data, products and concepts, technical documentation and advantages, methods of production, general research and development, ideas, processes, designs, systems, manufacturing, methods, security questionnaires, reports, practices and processes, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential." Confidential Information also includes: (a) the Products and any and all information disclosed by Loftware to the Channel Partner, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary; (b) any notes, extracts, analyses or materials prepared by Channel Partner which are copies of or derivative works of Confidential Information or from which Confidential Information can be inferred or otherwise understood; and (c) these Terms and Conditions. To avoid any doubt, all information relating to the

Software, Subscription Services, Products, the Documentation and any other technical or operational specifications or data provided by Loftware are all Loftware Confidential Information.

10.2. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Affiliates', agents', or representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

10.3. The Channel Partner will make no use of Confidential Information for any purpose except as expressly authorized by these Terms and Conditions. Except as expressly provided in these Terms and Conditions, Channel Partner will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care.

10.4. The Channel Partner will ensure that any End User receiving any of Loftware's Confidential Information with regard to the Loftware Products architecture, Loftware security measures or any information not explicitly included in the Promotional Materials, signs or has signed a binding non-disclosure agreement ("**NDA**") containing obligations of confidentiality on no less strict than those contained in these Terms and Conditions. When specifically requested by Loftware, a NDA shall be concluded directly with Loftware. The Channel Partner is not entitled to provide any information not included in the Promotional Materials to the End Users before obtaining: (i) consent from Loftware, and (ii) an executed NDA between Channel Partner and End User protecting the rights of Loftware in accordance with this Section 10.4.

10.5. The Channel Partner will: (a) promptly notify Loftware of any actual or suspected unauthorized possession, use, or misappropriation of the Loftware Confidential Information by any person that may become known to the Channel Partner, (b) promptly furnish to Loftware details of the unauthorized possession, use, or misappropriation, or attempt thereof, and use reasonable efforts to assist Loftware in investigating or preventing the recurrence of any unauthorized possession, use, or misappropriation, or attempt thereof, of Confidential Information, (c) use reasonable efforts to cooperate with Loftware in any litigation and investigation against third parties deemed necessary by Loftware to protect its proprietary rights, and (d) promptly take all reasonable measures to prevent a recurrence of any such unauthorized possession, use, or misappropriation of Confidential Information.

10.6. If the Receiving Party or any of its Affiliates', agents', or representatives' is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under the Section 10; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.6, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only

that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

11. Term and Termination

11.1. The Relationship between the Channel Partner and Loftware, as set forth in these Terms and Conditions, shall remain in full force and effect for a period of twelve (12) months after the acceptance of these Terms and Conditions ("Term") by the Channel Partner. Acceptance of these Terms and Conditions hereunder shall be automatically extended for successive one (1) year terms unless earlier terminated pursuant to the express provisions set forth in these Terms and Conditions or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current one (1) year term. For clarity, these Terms and Conditions shall continue to apply throughout the period the Channel Partner markets and sells the Products or throughout the period in which warranty claims in relation to the Products may be made or raised, whichever is later.

11.2. Termination for Convenience. Loftware shall have the right to terminate the relationship with the Channel Partner by giving the Channel Partner at least ninety (90) days' prior written notice.

11.3. Termination for Cause. Either party may terminate their relationship under these Terms and Conditions with immediate effect by written notice to the other party if the other party breaches any material provisions of these Terms and Conditions (which shall include, but not be limited to the non-payment of any sums due) and such breach is:

- a. incapable of cure; or
- b. if capable of being cured, not cured within thirty (30) days after the receipt of written notice thereof from the terminating party; or
- c. due to the commencement, entering into, or filing by or against the other party of a petition, arrangement or proceeding seeking an order for relief under bankruptcy laws, a receivership for any of the assets of the other party, a composition with or assignment for the benefit of its creditors, a re-adjustment of debt, insolvency (bankruptcy or compulsory settlement) or the dissolution or liquidation of the other party or any other equivalent proceeding to the foregoing under applicable law.

12. Consequences of Termination

12.1. Following termination, the parties agree to act as follows:

- a. The Channel Partner agrees to promptly provide Loftware with all outstanding reports and payments due to Loftware pursuant to provisions of these Terms and Conditions. Channel Partner shall also ensure that it has provided the most current and up to date contact information for End Users that it has provided Products to on behalf of Loftware;
- b. Channel Partner shall also ensure that it has provided the most current and up to date contact information of End User to whom Products were provided while a member of Loftware Partner Program.
- c. the Channel Partner shall no longer be considered a member of the Partner Program and agrees to cease representing itself as having any authority to promote, market or sell the Products(s);

d. all of the Channel Partner's rights hereunder and/or under the Agreement to promote, sell, license, and distribute the Products(s) shall be automatically revoked upon termination. Channel Partner shall immediately cease all promotion, sale, licensing, and distribution of any Products and (i) promptly return to Provider, or with Loftware's written consent, destroy, all documents and materials containing, reflecting, incorporating, or based on any Products or Loftware's Confidential Information, (ii) permanently erase all Loftware Confidential Information from all systems or databases or wherever Loftware's Confidential Information is being stored, and (iii) certify to Loftware in a signed written instrument that it has complied with the requirements of this Section 12.1 (d); and

e. the termination of the relationship hereunder and under the Agreement will operate as a cancellation, as of the termination date, of all orders, which have not been shipped/delivered by Loftware to the Channel Partner or to third party designated by the Channel Partner, unless otherwise agreed by the Channel Partner and Loftware. Thereafter, neither party will be under any obligation to the other with respect to orders so cancelled.

12.2. The provisions set forth in the following sections, and any other right or obligation of the parties in these Terms and Conditions that, by its nature, should survive termination or expiration of these Terms and Conditions, will survive any expiration or termination of these Terms and Conditions: Section 7.2, Section 1 of Exhibit B, Section 2 of Exhibit B, Section 3 of Exhibit B, Section 3.4 of Exhibit B, Section 4 of Exhibit B, Section 7 of Exhibit B, Section 8 of Exhibit B, Section 9 of Exhibit B, Section 10 of Exhibit B, Section 13 of Exhibit B, Section 14 of Exhibit B, this Section 12.1 of Exhibit B, and Section 16 of Exhibit B.

13. Notices

13.1. All notices that provided under these Terms and Conditions shall be in writing and addressed to the authorized representatives of the other party whereby the communication sent by e-mail shall be considered to fulfill the written form requirement hereunder.

13.2. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13.3. A copy of any notices sent to Loftware shall include a copy to Legal@loftware.com to the attention of the General Counsel.

14. Data Protection

14.1. Should any data provided by the Channel Partner include personal data (as defined in the EU Data Protection Directive 95/46/EC until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 on and from 25 May 2018 - GDPR) that is sourced from the European Economic Area (EEA): (i) the Channel Partner will inform Loftware; and (ii) the parties agree to comply with the terms of the Loftware Data Privacy Agreement ("DPA"), available at the following link <https://www.loftware.com/about-us/legal>, and incorporated by reference herein. Loftware shall process all personal data in accordance with this Section 14 and its Privacy Policy, which is hereby incorporated by reference and in compliance with the applicable data protection laws and/or other laws of any jurisdiction

that may apply to the processing of such personal data (“**Applicable Data Protection Laws**”). For the purposes of these Terms and Conditions “**processing**”, “**personal data**”, “**controller**”, “**data breach**” shall have the same meaning as in the GDPR (Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. By accepting these Terms and Conditions, Channel Partner agrees to be bound by all of the terms and conditions contained in the Privacy Policy.

14.2. The Channel Partner shall refrain from the processing of personal data in violation of data protection and privacy laws applicable to the Channel Partner and its data subject(s). Upon termination of these Terms and Conditions, the Channel Partner shall cease processing any personal data obtained hereunder. The Channel Partner shall have sole responsibility for the accuracy, quality, and legality of personal data and the means by which it has acquired personal data. The Channel Partner shall ensure appropriate industry standard technical and organization measures to prevent unauthorized access to or use of personal data. Upon Loftware’s request, the Channel Partner shall immediately delete any personal data in its possession or under its processing that has been obtained from Loftware.

15. Anti-Corruption and Ethical Conduct

15.1. By accepting these Terms and Conditions, the Channel Partner agrees to abide by and comply with the requirements set out in the Loftware code of conduct (the “**Code of Conduct**”), available at the following link <https://www.loftware.com/about-us/legal>, and incorporated by reference herein, including applicable environmental, social and human rights aspects, in addition to meeting Loftware’ expectations in relation to quality and safety, as set forth in the Code of Conduct.

16. Miscellaneous

16.1. Except as explicitly provided otherwise in these Terms and Conditions, the Channel Partner shall not sell, assign, transfer, convey, delegate or encumber its duties and obligations hereunder, or any rights or interests hereunder to any third party without the prior written consent of Loftware. Any assignment in violation of the terms hereof shall be void and of no force or effect.

16.2. Loftware may utilize subcontractors in the performance of its obligations under these Terms and Conditions.

16.3. During the Term and for one (1) year thereafter, Channel Partner shall not, and shall not assist any other person to, directly or indirectly recruit or solicit (other than by general advertisement not directed specifically to any person or persons) for employment or engagement as an independent contractor any person

then employed or engaged by Loftware or any subcontractor and involved in any respect with Loftware’s performance of its obligations under this Agreement.

16.4. If any provision stated herein, in whole or in part, is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and the parties will in good-faith negotiate a substitute, valid and enforceable provision which most nearly reflects the parties’ intent.

16.5. Neither party's failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights.

17. Choice of Law and Dispute Resolution

17.1. These Terms and Conditions shall be construed in accordance with (a) to the extent you use (if you are an individual), or to the extent were organized in (if you are a corporate entity), North America or South America, the laws of the United States and the State of Delaware, or (b) to the extent you use (if you are an individual), or to the extent were organized in (if you are a corporate entity), in Europe, Asia or Australia, the laws of England and Wales.

17.2. The parties agree that (i) to the extent the governing law is determined under Section 17.1 (a), all actions or proceedings arising out of or in connection to these Terms and Conditions shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Delaware, and (ii) to the extent the governing law is determined under Section 17.1(b), all actions or proceedings arising in connection with these Terms and Conditions shall be tried and litigated exclusively in the courts located in London, England. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, these Terms and Conditions in any jurisdiction other than that specified in this Section 17.2. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 17.2. Any action of any kind brought by you and arising out of or in any way connected with these Terms and Conditions must be commenced within one (1) year of the date upon which the cause of action accrued.

18. Language

18.1. The English language version of these Terms and Conditions shall control in all respects and shall prevail in the event of any conflict or inconsistency with a translated version, if applicable. Other language versions of these Terms and Conditions, as applicable, are provided for convenience only.