



## MASTER SAAS RESELLER AGREEMENT

This Master SaaS Reseller Agreement is between the Contracting Entity, pursuant to Section 15.1, and the Reseller and governs Reseller's purchase and reselling of Services as detailed in any document referencing this Master SaaS Reseller Agreement.

Whereas Provider is the developer and owner of certain proprietary software solutions and services provided on a software-as-a-service (SaaS) basis and

Whereas Reseller desires to promote, market, and resell the Services to end customers under the terms and conditions set forth in this Agreement.

Now, therefore in consideration of the mutual covenants contained herein, the parties agree as follows:

### 1. DEFINITIONS.

**"Affiliate"** means any corporation or branch or other entity that, directly or indirectly, controls, is controlled by or is under common control with a Party. For purposes of this definition, the term "control" means the ownership, directly or indirectly, of more than 50% of the share capital and of the voting rights of such corporation, branch or entity.

**"Agreement"** This Master SaaS Reseller Agreement including any documents incorporated herein by reference to a URL or otherwise, and any applicable Order and/or SOW together with any attachments or exhibits.

**"Authorized Users"** means natural persons being End Customer's or Reseller's employees, agents or independent contractors working for the End Customer or Reseller as applicable, authorized by End Customer or Reseller to access and use the Services.

**"Documentation"** means Provider's then-current technical and/or functional documentation which is delivered or made available by Provider to Reseller or to an End Customer (either directly or indirectly via Reseller) together with the Services.

**"End Customer"** means the party entering into an agreement with Reseller for the purchase and use of the Services.

**"End Customer Content"** means all data, proprietary assets, including images, fonts, icons, 3D assets that is provided to Provider or Reseller by, or on behalf of an End Customer, in order for Provider to provide the Services.

**"End Users"** means natural persons constituting the users of End Customer's websites or e-commerce sites where capabilities of Services purchased by Reseller (e.g., Digital Assistant) are implemented.

**"Enriched Content"** means any new or additional data and/or content that is created as a result of the provision of the Services and/or Professional Services in connection with the End Customer Content, including but not limited to the newly created concepts and automatically created concepts.



**“Intellectual Property Rights”** means current and future worldwide rights under patent, copyright, design rights, trade secret, trademark, moral rights, and other similar rights, whether registered or unregistered.

**“One-Off Professional Services”** shall have the meaning assigned thereto in Section 3.5 of this Agreement.

**“Order”** means an ordering document or online order agreed upon by the Reseller and Provider, specifying the Services ordered by the Reseller, the price, and any other business terms.

**“Order Effective Date”** means the effective date specified on such Order. If no such date is specified, effective date will be the countersignature date of an Order or, in the absence of a countersignature date, the effective date will be the date of the Order confirmation email sent by Provider to Reseller.

**“Privacy Policy”** shall have the meaning assigned thereto in Section 7.2. of this Agreement.

**“Prospects”** means any individual, entity, or organization identified by either the Provider or the Reseller as a potential customer for the Services, which has not yet entered into a binding contract or subscription for the use of such products or services with either the Reseller or the Provider.

**“Reseller”** means the entity entering into an Order with Provider and accepting this Agreement.

**“Services”** shall mean any of the services provided by Provider as specified in the Order, including but not limited to, Subscription Services, Professional Services and Documentation.

**“Statement of Work”** or **“SOW”** means the document agreed upon by the Reseller and Provider that defines the specific Professional Services details, the scope of work, deliverables, timelines, milestones, among other project-specific information.

**“Statistics”** means anonymized, de-identified and aggregated Usage Data and other information generated by any End Customer’s and/or End User’s use of the Services.

**“Subscription Period”** shall have the meaning assigned thereto in Section 14.1 of this Agreement.

**“Subscription Services”** means those services provided by the Provider that are made available as a subscription. All Subscription Services provided by Provider are detailed at the following link: [Zoovu Software-as-a-Service \(SaaS\) Subscription Services](#). The Subscription Services purchased by the Reseller from the Provider will be listed in the Order.

**“Professional Services”** means enablement, platform support, and any other works or services set out in a SOW, including, but not limited to, consulting, configuration, customization, training, implementation assistance, integration with Third-Party systems, and ongoing technical support to facilitate the use of the Provider’s Subscription Services on End Customers' websites.

**“Third Party Services”** shall have the meaning assigned thereto in Section 3.3.

**“Usage Data”** means any data generated by End Customer’s use of the Subscription Services including event data (Digital Assistant performance, questions and answers flow, navigation, product), traffic source, and information as to login and logout times, browser, and device used. For the avoidance of doubt, Usage Data shall not constitute Enriched Content.

**“Provider”** means the entity defined in Section 15.1 (Contracting Entity).



## 2. APPOINTMENT OF RESELLER.

2.1 Provider hereby appoints Reseller as a non-exclusive reseller of the Services within the Territory. Reseller is authorized to promote, market, and resell the Services to Prospects subject to the terms of this Agreement.

2.2 Reseller's rights are limited to the geographic area defined in the Order (the "**Territory**"). The granting of rights to distribute in the Territory does not preclude the Provider's ability to engage directly with any Prospects in the same Territory.

2.3 Reseller is authorized to market, promote, and resell the Services under its own name, brand, or tradename. Reseller may identify Provider by name and logo as a Provider's authorized reseller on Reseller's website and on other promotional materials. Any goodwill arising from the use of the Provider's name and logo will inure to the benefit of Provider.

2.4 Notwithstanding the above authorization, Reseller shall not have the authority to bind the Provider or incur any obligations on behalf of the Provider towards any third party, including End Customers.

## 3. PROVIDER SERVICES.

3.1 The parties may enter into Orders under this Agreement. Each Order will incorporate the terms and conditions of this Agreement and will be a separate contract between the entities entering into the Order. Each Order shall be effective as of the Order Effective Date.

3.2 Each Provider Service is purchased as a subscription unless otherwise specified in an Order. An Order may be used to add more Subscription Services units to Subscription Services during a Subscription Period. The per unit pricing for those additional subscription units will be as specified on the Order of the underlying subscription (or, in the absence of such specification, at the same per unit pricing as the underlying subscription pricing), prorated for the portion of that Subscription Period remaining at the time the Subscription Service units are added. Any such additional Subscription Service units will renew or terminate on the same date as the underlying Subscription Service. Subscription Services units cannot be decreased during a Subscription Period for that Subscription Service.

3.3 If Reseller integrates, bundles, or otherwise combines the Services with any non-Provider-provided third-party service, including but not limited to a third party's service that uses an application programming interface (API) ("**Third Party Service**"), or with its own products or services, the Reseller will be solely responsible for the use of such Third Party Services or Reseller's own products and services. The Reseller assumes all liability for any consequences arising from such use, integration or bundling, including, but not limited to, data loss, performance issues, or any other losses that may be suffered by the Reseller, End Customers, Provider or any other party as a result of using or combining the Services with such Third Party Services or the Reseller's own products and services..

3.4 The Order will specify whether the Reseller purchases Professional Services from Provider. If the Reseller does not purchase these services, the Reseller will be solely responsible for providing such Professional Services to End Customers, either directly or through Third Party Services. In such cases, Provider shall not be liable for the provision of Professional Services or for any consequences arising from the provision or failure to provide those Professional Services to the End Customer.

3.5 Professional Services are subject to Sections 3.5, 3.6, 3.7 and 3.8 and are only applicable if the Reseller purchases Professional Services from Provider: The term of a Professional Service ends upon completion of those Professional Services, unless earlier terminated ("**One-Off Professional Service**"). Premium Professional services are subject to any specific terms and conditions in



accordance with an Order. Recurring Professional Services will automatically renew together with Subscription Services pursuant to Section 14.1 of this Agreement.

3.6 Provider will provide Professional Services in accordance with an Order and/or a SOW, as applicable, specifying the number of days and the daily/hourly rate per person.

3.7 Professional Services are provided on a time and materials basis at Provider Professional Services daily/hourly rate. Provider will make a commercially reasonable effort to provide the Professional Services as set out in the Order and the SOW ("**T&M Estimate**"). If it appears that the T&M Estimate may be exceeded, Provider will notify Reseller as soon as practicable and the parties will enter into another Order or SOW, as applicable.

3.8 Reseller agrees that its purchases are not contingent on the delivery of any future features or functionality, or dependent on any oral or written public comments made by Provider regarding future features or functionality.

3.9 For any changes that materially decrease the core functionality in the Subscription Services, Provider will notify the Reseller accordingly at least ninety (90) days prior to the change delivered. If the Reseller does not accept such change, Reseller shall notify Provider in writing within 30 days after receiving Provider's notice. Provider shall take commercially reasonable efforts to withdraw the change or otherwise modify its scope in a manner acceptable for Reseller, within 90 days from receiving the Reseller's notice. Notwithstanding the foregoing, Provider aims to continuously improve, update, and make changes to the Subscription Services. Therefore, Provider may add, alter, or remove any non-core functionality from the Subscription Services at any time without prior notice.

3.10 Provider may limit or suspend the Subscription Services from time to time (for illustration purposes to perform scheduled maintenance or to stop a violation of Section 4.6 (d)). Provider will give Reseller reasonable advance notice of such limitation or suspension so that Reseller can plan around it or address the issue that has prompted Provider to take such action. There may be some situations, such as security emergencies, where it is not practicable for Provider to give such advance notice. Provider will use commercially reasonable efforts to narrow the scope and duration of the limitation or suspension as is needed to resolve the issue that prompted such action.

#### 4. RESELLER RESPONSIBILITIES:

4.1 Reseller shall use its best efforts to promote, market, and resell the Services within the Territory and provide ongoing support to End Customers, if applicable, in accordance with the guidelines provided by Provider and ensure that all sales are conducted in compliance with applicable laws and regulations.

4.2 Reseller will pay the price in accordance with Section 6.3 and any additional terms established in the Order.

4.3 To the extent Professional Services are part of the scope set forth in an Order, Reseller will provide Professional Services in accordance with the guidelines and Documentation provided by Provider.

4.4 Reseller shall be solely responsible for obtaining any permits, authorizations, registrations, or subscriptions necessary for the conduct of its independent activities as a reseller. The Reseller agrees to fully comply with all applicable tax and social security obligations, as well as any other legal or regulatory requirements related to its business operations.

4.5 Reseller shall ensure that all End Customers enter into an agreement directly with Reseller for the Services.

4.6 Reseller will ensure that the agreements enter by Reseller and End Customer will establish the below terms. The list below is not comprehensive, and the Reseller is solely responsible for



determining whether any other provisions of this Agreement need to be conveyed in agreements entered into by the Reseller and the End Customer:

(a) End Customer is prohibited from reselling, distributing, or otherwise transferring the Provider's services to any third party without the prior written consent of the Provider.

(b) End Customer is responsible for maintaining the confidentiality of its own passwords and any other credentials used by it and its Authorized Users to access the Subscription Services. End Customer will use commercially reasonable efforts to prevent unauthorized use of the Subscription Services and will terminate any unauthorized use of which it becomes aware. End Customer will notify Reseller promptly if End Customer becomes aware of any unauthorized access to its accounts.

(c) End Customer is responsible for use of the Subscription Service and shall ensure that its Authorized Users comply with this Agreement. The End Customer shall also implement reasonable measures to prevent bot traffic consumption of the Subscription Service. If the End Customer fails to do so, any Subscription Service used as a result of bots traffic or crawl will be deemed Reseller usage and will not be refunded or reinstated to the Reseller. Reseller, and not Provider, is responsible for the acts of the Authorized Users and any activity occurring in the Authorized User accounts. Authorized User accounts and passwords may not be shared and may only be used by one individual per account.

(d) End Customer will not violate the [Acceptable Use Policy](#).

(e) In order to receive Subscription Services (studios in scope of building/working for Authorized Users and end products of studios for the End Users) with optimal performance and all features, Authorized Users shall use a modern computer, desktop, tablet and/or mobile device, as well as the most recent stable version of Google Chrome browser. The End Users shall use a modern computer, desktop, tablet and/or mobile device, as well as a the most recent stable version of one of Google Chrome, Microsoft Edge, Mozilla Firefox or Apple Safari.

(f) End Customer shall ensure that Provider domains, on any website in which Provider assistants will be implemented, are considered whitelisted domains in order that all functionalities of Subscription Services may be received. Provider is not responsible for any interruption in Subscription Service arising from any improper configuration or security policies set up on the Reseller's side.

(g) End Customers will represent and warrant to Reseller that it is not barred by any applicable laws from being supplied with the Services. The Subscription Services and Professional Services may not be used in any country that is subject to an embargo by the United States or European Union applicable to the Subscription Services and/or Professional Services. End Customer will ensure that: (a) its Authorized Users do not use the Subscription Services, and/or Professional Services in violation of any export restriction or embargo by the United States, the EU or on a national level; and (b) it does not provide access to the Subscription Services and Professional Services to persons on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals.

(h) The End Customer shall be fully responsible for accuracy, quality and legality of the End Customer Content shared with Provider, as well as its integrity, structure and accessibility during the entire term of this Agreement. End Customer will represent and warrant that: (a) no End Customer Content will violate or infringe (i) any intellectual property, publicity, privacy or other rights, (ii) any laws, (iii) any privacy policies or (iv) any other agreements with any third parties or rights of any other person. (b) End Customer has and will maintain sufficient rights in the End Customer Content for the required activities to be performed with the Services.

(i) End Customer (i) is in compliance with all privacy laws related to the protection, collection, use, disclosure, privacy and security of personal data and (ii) will ensure that the End Customer



Content does not and will not contain any personal data and will be anonymized such that such information can never be linked to the person who applied such data or was the subject of such data. End Customer shall be obliged to maintain the End Customer's Content structure during the entire Agreement.

(j) The agreement between Reseller and End Customer will not assign any Intellectual Property Rights and Provider will retain ownership Intellectual Property Rights of the Services, including Statistics and Enriched Content.

4.7 The Provider shall not bear any liability for the End Customer's failure to comply with any of the above terms and/or any consequence raising from the Reseller's failure to convey any of these terms to the End Customer. Reseller shall be responsible for enforcing the restrictions above with its End Customers and shall take all reasonable steps to ensure compliance with the obligations conveyed in its agreements with End Customers. Any breach of the above terms by the End Customer shall be considered a breach of this Agreement. The Reseller agrees to promptly notify the Provider of any suspected or actual breaches by an End Customer of the foregoing restrictions, and to cooperate fully with the Provider in addressing any such breaches.

4.8 In the event Professional Services are purchased as per the applicable Order, The parties acknowledge that the active participation of the Reseller and its employees is an absolute necessity for the successful provision of the Professional Services. The Reseller is responsible for its internal project management and will collaborate with Provider as reasonably required by Provider without unfounded delay.

4.9 The Reseller shall promptly convey any notice received from the End Customer in the context of section 4.6 (b).

4.10 During the term of this Agreement and for a period of 12 months following its termination or expiration, the Reseller agrees not to, directly or indirectly, solicit, induce, or attempt to solicit or induce any contractor, vendor, supplier, or service provider of the Provider to: i) cease or reduce their business relationship with the Provider; ii) engage with the Reseller with the intention of acquiring the capability to directly or indirectly, partly or wholly, provide End Customers with any of the Services; or iii) provide any of the Provider's vendor services directly to End Customers. The Reseller shall not, without the prior written consent of the Provider, engage in any communication with the Provider's contractors or vendors for the purposes stated above. Notwithstanding the foregoing, the Reseller may engage any of the Provider's vendors or contractors whose first contact with the Reseller occurred prior to entering into this Agreement.

4.11 During the term of this Agreement and for a period of 12 months following its termination or expiration, the Reseller shall not, directly or indirectly, solicit, induce, or encourage any employee of the Provider to leave their employment with the Provider and/or to accept employment or engagement with the Reseller or any third party. This restriction shall not apply to general employment advertisements or solicitations not specifically targeting the Provider's employees.

## 5. PROVIDER RESPONSIBILITIES

5.1 Subject to compliance with the terms and conditions of this Agreement by Reseller, Provider will grant End Customer a non-exclusive, nontransferable worldwide right to access and use the Subscription Services during the subscription period as defined in Section 14.1 and subject to the use limitation specified in the Order.

5.2 Provider has, taking into account the state of the art, cost of implementation, the nature, scope, context and purposes of the Subscription Services, and the level of risk, implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk of unauthorized or unlawful processing, accidental loss of and/or damage to End Customer



Content. At reasonable intervals, Provider tests and evaluates the effectiveness of these technical and organizational measures for ensuring the security of the processing.

## 6. PRICING AND PAYMENT TERMS

6.1 Reseller is responsible for setting its own pricing structure, mark-up and terms with End Customers. Reseller shall be solely responsible for invoicing and collecting payment from End Customers and Provider shall not have any responsibility to invoice or collect payments directly from End Customers.

6.2 Provider will invoice Reseller for the Services based on the terms agreed herein and in the Order. Reseller acknowledges and agrees that Provider bears no risk of non-payment from End Customers. Reseller is fully responsible for any non-payment or delayed payment from End Customers and shall remain obligated to remit payment to Provider for all Services rendered to End Customers, regardless of whether Reseller receives payment from Customers.

6.3 Reseller will pay to Provider all applicable prices for the purchasing of the Services specified in each Order and/or SOW, as applicable. Except as otherwise specified in this Agreement or prohibited by applicable law, payment obligations are non-cancellable and price paid is not refundable, including in respect of any part of the Subscription Service or Professional Service which remains unused; provided, however, that refunds may be provided to Reseller in the event this Agreement is terminated in accordance with Section 14.5 (b).

6.4 Unless otherwise specified in the Order, an invoice for the relevant prices payable under such Order will be issued and shall be due upon the Order Effective Date. Prices for the Subscription Services and recurring Professional Services will be invoiced in advance on an annual basis. Prices for the renewal Subscription Periods and renewal recurring Professional Services will be invoiced 30 days in advance of the start date of the renewal Subscription Period and shall be due by the start of the renewal Subscription Period. Prices for each renewal Subscription Period will be increased by the greater of 7% per annum (compounded in case the Subscription Period exceeds one year) or consumer price index as published by the relevant government authority in the jurisdiction in which Provider is domiciled per annum (compounded in case the Subscription Period exceeds one year) as of the renewal Subscription Period start date.

6.5 Unless otherwise stated in the Order, Reseller agrees to pay for the Services in full and without deduction within 30 days of delivery of the invoice. For the avoidance of doubt, any delay in invoice delivery by Provider shall not be deemed a cancellation or suspension of the Services auto-renewal. One-Off Professional Services shall be payable as defined in the Order or, if nothing is stated in the Order, upon completion of the One-Off Professional Services.

6.6 All amounts payable by Reseller under this Agreement are exclusive of any applicable taxes, levies, duties, or similar governmental assessments of any nature (including value-added, sales, and use taxes, but excluding withholding taxes and taxes based on Provider income, property, or employees) ("**Taxes**") that may arise in connection with Reseller's purchases under this Agreement. If Reseller is required by law to withhold any Taxes from its payments to Provider, Reseller must provide Provider with an official tax receipt or other appropriate documentation to Professional such payments within 4 weeks from the payment to the tax authorities.

6.7 The fees set out in the Order do not include any expenses. The Reseller agrees to pay for all reasonable travel expenses, and any other out of pocket expenses properly and reasonably incurred by Provider in connection with the applicable Order.

6.8 All monetary amounts in this Agreement are denominated in the currency stated on the Order. Price payments by Reseller must be received by Provider in the same currency as such fees were billed.



6.9 Provider may charge Reseller interest on overdue payments at the rate specified in the Contracting Entity Table in Section 15.1 on the amount overdue. If any amount owed by Reseller is overdue by 30 days or more, Provider may limit the functionality or suspend the provision of Services until such amounts are paid in full.

6.10 Usage of Subscription Services used by Reseller's End Customers, will be recorded by Provider and any overage usage of Subscription Services shall be calculated solely on the basis of the data collected by Provider. Any usage data recorded by Reseller will not be relevant for any rate calculations under this Agreement. Upon request by Reseller, Provider shall provide the usage data to evidence the overage usage. Any rates for overage usage of Subscription Services will be billed in arrears at the rate listed on the Order. The additional units will be charged at the per unit pricing for those additional units as specified on the Order for the underlying subscription (or, absent such specification, at the same per unit pricing as the underlying subscription pricing).

## 7. DATA PROTECTION.

7.1 For the purposes of the General Data Protection Regulation (REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016) on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("GDPR"), the Data Protection Act 2018 (as amended) and the UK General Data Protection Regulation (together "**UKGDPR**"), Provider will be the processor of any personal data processed on behalf of Reseller pursuant to this Agreement. The parties will enter into a data processing agreement to comply with the requirements applicable to the processing of personal data.

7.2 For the purposes of the UKGDPR, Reseller will be the controller of End Customer's contact details data and Usage Data to the extent it constitutes personal data according to the definition set forth on the UKGDPR. Reseller ensures that Authorized Users have read and acknowledged the applicability a [Privacy Policy](#) that is compliant with the requirements of UKGDPR and any other applicable data protection or privacy regulation ("**Privacy Policy**").

7.3 If consent is necessary for the installation or use of cookies or similar technologies and / or for the subsequent collection of information from End Users through these means, Reseller will include in their agreements with the End Customer i) a requirement that the End Customer obtain the consent of each End User, as required by applicable law (such as, for illustrative purposes only, the UKGDPR and/or the EU ePrivacy Directive, Directive 2002/58/EC), ii) that all properties where the Subscription Service is implemented contain appropriate, clear, concise, and easily accessible notifications, as applicable, that provide transparency to End Users about the use of cookies, the personal data being collected and processed, the purposes of such processing, and any other disclosures required by law and iii) If required by law, that the End Customer will implement technical measures that enable End Users to withdraw consent from the use of cookies or similar technologies at any time. Upon written request, Provider will collaborate with the Reseller to provide information about the cookies or similar technologies that Provider uses to provide the Subscription Services.

## 8. INTELLECTUAL PROPERTY

8.1 Provider retains all rights, title, and interest in and to the Services, and all associated intellectual property rights. Nothing in this Agreement shall be construed as granting Reseller any ownership rights in the Services.





8.2 If Reseller or End Customer provides feedback about the Subscription Services or Professional Services, Provider may use that feedback and incorporate it into its products and services without any obligation to Reseller.

8.3 Reseller shall be prohibited from doing the following: (i) reverse engineer, decompile, disassemble, translate or otherwise attempt to derive the source code of the Subscription Services or the Enriched Content (ii) copy, replicate, sell, redistribute, implement into separate works, assign for his own or any third party's purposes or otherwise transfer or make available, in whole or in part, the Services or the Enriched Content to any third party that it's not the End Customer (iii) use the Services or the Enriched Content for any other purposes than permitted in this Agreement.

8.4 All Enriched Content and Statistics shall remain the exclusive intellectual property of Provider. Provider grants to Reseller a worldwide, non-exclusive, non-transferable, sublicensable (solely to End Customers) right during the Subscription Period to use the Enriched Content solely for the purposes permitted in the Order and in accordance with this Agreement.

8.5 In the event of expiration or termination of the Services or in the event of any breach of this Agreement by the Reseller, Reseller shall immediately request End Customer to cease using the Services and Enriched Content and, not at Provider's expense, permanently delete all Enriched Content and any copies thereof from all its systems and other electronic devices. At the written request of Provider, Reseller shall certify in writing that such destruction took place.

8.6 After termination of this Agreement, Provider will have no obligation to maintain any End Customer's Content and will thereafter delete or destroy all End Customer Content or any copies thereof, unless legally required to retain to such Reseller Content. All personal data will be dealt with pursuant to the applicable data processing agreement. Usage Data will be retained by Provider for the term of 12 months after termination of this Agreement.

## 9. AUDIT RIGHTS:

9.1 Provider shall have the right to once annually conduct an audit to verify the compliance of Reseller involved in the performance of obligations under any part of this Agreement, with the terms of this Agreement, including Provider policies referenced by this Agreement, in particular Reseller's compliance obligations. Notwithstanding foregoing, in the event Provider reasonably believes that a breach of the terms of this Agreement, the referenced policies and in particular the compliance obligations has occurred or will most likely occur, Provider shall have the right to perform an audit.

9.2 The audit will be conducted by Provider or its nominated independent expert. Provider will bear the costs of the audit unless: (i) the expert establishes a breach by the Reseller in which case Reseller must bear the costs, or (ii) Reseller does not fully or timely cooperate with reasonable requests relevant to the audit.

9.3 Provider will provide one (1) week advance notice of an audit unless a) Provider reasonably believes that evidence to be reviewed will be compromised or b) required by investigating authorities.

9.4 The audit will take place during normal business hours and Reseller will instruct its expert to conduct the audit in such a manner that it will not unreasonably interfere with Reseller's business operations.

9.5 Reseller must make full disclosure to Provider or its expert, and ensure full cooperation and provide all necessary and useful documents. Financial records must be readily available for inspection during audits by Provider or its expert.

9.6 Reseller must include audit terms with its agreements with any third party used by Reseller in connection with its activities under this Agreement (hereinafter "**Intermediary/ies**") which are



materially as protective as the terms in this Section 9, including End Customers. Furthermore, Reseller must make Provider a third-party beneficiary to such audit terms with the right to enforce such provisions directly against the Intermediary or End Customers at Provider's sole discretion.

9.7 Provider reserves the right to suspend business with the Reseller in the event of a lack of reasonable and/or timely cooperation by Reseller and its representatives in case of an audit. Furthermore, Reseller may terminate the Agreement in case Reseller does not cooperate with Provider or its expert during an audit as outlined in this Section 9.

## 10. CONFIDENTIALITY.

10.1 "**Confidential Information**" means information disclosed by a party ("**Discloser**") to the other party ("**Recipient**") in connection with the use, purchase or provision of the Services that is either marked as confidential or would reasonably be considered as confidential under the circumstances. Provider's Confidential Information includes the terms of this Agreement and any security information about the Services. Despite the foregoing, Confidential Information does not include information that: (a) is or becomes public through no fault of the Recipient; (b) the Recipient already lawfully knew; (c) was rightfully given to the Recipient by an unaffiliated third party without restriction on disclosure; or (d) was independently developed by the Recipient without reference to the Discloser's Confidential Information.

10.2 For the term of this Agreement and the two (2) years following its termination, the Recipient will: (a) protect the Discloser's Confidential Information using commercially reasonable efforts; (b) use the Discloser's Confidential Information only as permitted by this Agreement, including to exercise the Recipient's rights and fulfil the Recipient's obligations under this Agreement; and (c) not disclose the Discloser's Confidential Information without the Discloser's prior consent, except to Affiliates, contractors, agents, and professional advisors who need to know it and have agreed in writing (or, in the case of professional advisors, are otherwise bound) to keep it confidential on terms comparable to those under this Section. The Recipient may disclose the Discloser's Confidential Information when and to the extent required by law or legal process, but only after the Recipient, if permitted by law, uses reasonable efforts to notify the other party.

10.3 Upon the termination or expiration of this Agreement, each party will destroy all Confidential Information of the other party in its possession or control within a reasonable amount of time in accordance with the Recipient's data destruction practices.

## 11. WARRANTIES.

11.1 Each party represents and warrants that: (i) it has full power and authority to enter into this Agreement; and (ii) it will comply with all laws and regulations applicable to its provision, purchase, promotion, sale, distribution or use of the Services, including export control regulations.

11.2 Provider warrants that: (i) Services will be provided in accordance with this Agreement and when used in accordance with this Agreement will not infringe any Intellectual Property Rights of any third party. Reseller's sole and exclusive remedy and Provider's sole and exclusive liability to Reseller for a breach of this warranty shall be as set out in Section 12.3 below. (ii) Professional Services will be performed with reasonable care and skill. Reseller must notify Provider in writing of any breach of this warranty within five (5) working days of the proven non-conforming Professional Services. When Provider has received Reseller's notice of the proven non-conforming Professional Services, Provider will use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or if Provider considers



this not to be commercially reasonable, then Provider may terminate the affected Professional Services and will provide a refund to the Reseller of the prorated amount of fees for the unperformed and non-conforming Professional Services. This Section sets out the Reseller's exclusive remedies and Provider's sole liability for a breach of this warranty.

11.3 EXCEPT AS EXPLICITLY AGREED IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, PROVIDER DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE SUCCESS OR PROFITABILITY OF THE RESELLER'S ACTIVITIES OR REGARDING THE SERVICES PROVIDED BY THE RESELLER TO END CUSTOMERS THAT SHALL BE THE SOLE RESPONSIBILITY OF THE RESELLER.

## 12. INDEMNITIES.

12.1 Provider will indemnify, defend, and hold harmless (collectively defined as "**indemnity**", "**indemnification**", or some variation thereof) Reseller from and against all liabilities, damages, expenses, and costs (including settlement costs and reasonable attorneys' fees) (collectively "**Loss**") arising out of a third party claim that the Provider technology used to provide the Services infringes any Intellectual Property Rights of such third party (an "**IPR Claim**"). However, in no event will Provider have any obligation or liability under this Section arising from: (a) use of any Services in a modified form or in combination with software, technologies, products, or devices not provided by Provider; (b) arising out of Reseller's breach of this Agreement or any Reseller's or third party services used by the End Customer or End User; or (c) any content or data provided by Reseller, End Customer, Authorized Users or third parties or (d) use of the Services in a manner that is not compliant with the Documentation.

12.2 Reseller will indemnify, hold harmless and (if required by Provider in writing) defend (collectively defined as "**indemnity**", "**indemnification**", or some variation thereof) Provider from and against all Loss arising out of a third party (including for End Customer) claim regarding or in connection with: (a) breach of End Customer's obligations respecting End Customer Content as set forth in Section 4.6 (h) and (i) of this Agreement (including claims that End Customer Content infringes or misappropriates a third party's Intellectual Property Rights or violates applicable law), (b) Reseller's or End Customer's use of the Subscription Services or Enriched Content in violation of the Provider Acceptable Use Policy, (c) any claims arising from the Reseller's relationship with End Customers (d) any claims arising out of the negligence or intentional misconduct of Reseller, its employees or subcontractors, (d) any claims arising out of the failure of Reseller to perform its obligations imposed herein or (e) any claims arising out of or relating to any act, error or omission, or misconduct of Reseller, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, claims arising out of or relating to bodily injury (including death) or damage to tangible personal or real property.

12.3 If Provider believes the technology used to provide the Subscription Services and/or Professional Services may infringe or may be alleged to infringe a third party's Intellectual Property Rights or if a claim against Reseller or End Customer is brought or is likely, in Provider's sole opinion, to be brought, then Provider may: (a) obtain the right for Reseller and/or End Customer, as applicable at Provider's expense, to continue using the Subscription Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Subscription Services and/or Professional Services so that they no longer infringe a third party's Intellectual Property Rights. If Provider does not believe that the foregoing options are commercially reasonable, then Provider



may suspend or terminate the use of the impacted Subscription Services and provide a pro rata refund of any fees prepaid by Reseller applicable to the period following the termination of such Subscription Services and/or Professional Services. Sections 12.2 and 13.3 state Provider's entire liability and Reseller's (and its Affiliates, if any) exclusive remedy in respect of any actual or alleged IPR Claim.

12.4 A party seeking indemnification under this Agreement will promptly notify the other party of the claim and reasonably cooperate with the other party (to the extent applicable) in defending the claim. If permitted by applicable law, the indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the indemnified party to admit liability, perform any act (except for the obligation to stop using the infringing Subscription Services and/or Professional Services pursuant to Section 12.3) which may materially adversely impact the indemnified party or to pay any money will require that indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed) and (b) the indemnified party may join in the defense with its own counsel at its own expense.

### 13. LIABILITY.

13.1 Provider shall not have any direct or indirect liability or obligation to any End Customer arising from or related to the sale, delivery, use, or performance of the Services. The Reseller shall be solely responsible for all claims, demands, liabilities, costs, or expenses arising from the End Customers in connection with the products or services sold or distributed by the Reseller, regardless of whether such claims relate to the performance, non-performance, or defects of the products or services, notwithstanding the indemnification rights and any liability of the Provider as provided in this Agreement.

13.2 Provider is not responsible for any delays, failures, interruption in Subscription Service or other loss or damages arising from not complying with the minimum system requirements set out in section 4.6 (e) or in the Documentation and/or related to End Customer's, Reseller's, Authorized Users or End Users' Internet connection failures or if Services are not used in accordance with the Documentation.

13.3 TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR: (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, UNDER ANY THEORY OF LAW, INCLUDING TORT OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13.4 TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE AMOUNTS PAID BY RESELLER TO PROVIDER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

13.5 THE EXCLUSION AND THE LIABILITY CAP SET OUT ABOVE WILL NOT APPLY TO LIABILITY FOR (A) FRAUD OR WILFUL MISCONDUCT, (B) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR (C) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

### 14. TERM AND TERMINATION.



14.1 Unless otherwise agreed on an Order, Provider will render the Subscription Services during the initial and minimum period of 24 months (“**Initial Subscription Period**”). Subscription Services will automatically renew at the end of the Initial Subscription Period for additional successive renewal periods equal to one year (each the Initial Subscription Period and any additional successive renewal period(s) a “**Subscription Period**”), unless either party gives the other written notice of non-renewal not less than 30 days before the end of the then current Subscription Period

14.2 The term of this Agreement starts on the Order Effective Date and terminates when all Subscription Services and Professional Services ordered under it are terminated or completed.

14.3 A party may terminate this Agreement for cause: (a) upon 30 days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other party ceases its business operations or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, administration, liquidation, or assignment for the benefit of creditors.

14.4 Either Party, in its sole discretion, may terminate this Agreement or any Order or Statement of Work, in whole or in part, at any time without cause, by providing at least sixty (60) days’ prior written notice to Provider.

14.5 Consequences of termination of this Agreement:

(a) Upon termination of this Agreement, subject to parts (b) and (c), Reseller will (i) remain liable to pay: (1) the full subscription fee for the then current Subscription Period, and (2) any fees for Professional Services payable to Provider for the period prior to, or any invoices outstanding on, the effective date of termination of the Agreement and (ii) Reseller and End Customer no longer have access to the applicable Subscription Services and/or Professional Services after the termination effective date.

(b) If an Order is terminated by Reseller due to Provider material breach, Provider will provide Reseller with a pro rata refund of any fees prepaid by Reseller applicable to the period following the effective date of termination of that Order; and

(c) If an Order is terminated by Provider due to Reseller’s material breach, Provider will invoice, and Reseller will pay, any accrued but unbilled fees and any unpaid fees covering the remainder of the term of that Order had it not been terminated.

(d) Upon termination of this Agreement, Reseller shall immediately cease all marketing, promotion, and resale of the Services. Reseller must return or destroy any confidential information of Provider and Documentation.

(e) Provider will not be obliged to pay any goodwill compensation or indemnification that Reseller might be entitled to for the termination of this Agreement.

14.6 Step-in right: Provider shall have the right to step in and assume wholly or partially the rights and obligations of the Reseller towards End Customers upon the occurrence of any of the following events (each, a “**Step-In Event**”):

- Reseller becomes insolvent, enters bankruptcy proceedings, or otherwise becomes unable to meet its financial obligations.
- Reseller materially breaches any terms of this Agreement, and such breach is not remedied within 30 days after receiving a written notice of the breach.
- The termination or expiration of this Agreement pursuant to Sections 14.3, or 14.4 above, provided that such termination is not caused by a material breach of the Agreement by the Provider.
- Any other event that materially affects the Reseller’s ability to perform its obligations under this Agreement.



Upon the occurrence of a Step-In Event, Provider shall provide Reseller with written notice specifying the nature of the Step-In Event and indicating its intention to exercise its step-in rights.

- The Provider's step-in rights shall become effective 30 days after the notice is given, unless the Reseller remedies the Step-In Event within that period to the reasonable satisfaction of the Provider.
- During the step-in period, Provider or its designated third party shall have the right to take all necessary actions to assume and perform the Reseller obligations towards End Customer.
- Reseller shall cooperate fully with Provider or its designated third party to facilitate the transition of services, including providing access to relevant contacts, personnel, systems, and documentation.

15. CONTRACTING ENTITY

15.1 In the table below, “**Contracting Entity**” refers to the Provider contracting entity referred in the Order and determines which table row applies to Reseller:

| <b>Provider Contracting Entity</b>  | <b>Overdue Payments</b>   | <b>Governing Law and Jurisdiction</b> |
|---|---|---------------------------------------|
| <b>Zoovu (USA), Inc.</b> , a Delaware corporation located at 855 Boylston Street Suite 1000 (floor 10), Boston, MA 02116), United States of America | 5% per annum above the US Federal Funds Rate.                               | Delaware, Dover                       |
| <b>Zoovu Limited</b> , a British company registered at 27 Old Gloucester Street, London, WC1N 3AX, United Kingdom                                   | 8% per annum above the base rate of the Bank of England.                    | England and Wales, London             |
| <b>Zoovu Germany GmbH</b> , a German company registered at Webergasse 1, Haus B/1, 01067 Dresden, Germany.  | 9 % per annum above the Deutsche Bundesbank applicable base rate per annum. | Germany, Dresden                      |

In the event the overdue payments rate exceeds the maximum late payment interest under the applicable law, the maximum late payment interest permitted under the applicable law shall be due.

15.2 Conflicts, Governing Law and Jurisdiction. This Agreement is governed by the applicable laws of the country as specified in the Contracting Entity Table. The parties agree to first attempt to resolve any disputes arising out of or in connection with this Agreement through good faith negotiation. If the dispute is not resolved through negotiation within thirty (30) days, the dispute will be submitted to non-binding mediation. The costs of mediation, including the mediator's fees,



shall be shared equally by the Parties. The Parties will endeavor in good faith to agree on the location, the identity of the mediator, and the rules and procedures of the mediation. Should no such agreement as to mediation be reached following a period of fifteen (15) days, the dispute may be brought before the competent court of the corresponding city in which the Provider contracting entity is domiciled, as specified in the Contracting Entity Table above, and the parties consent to the exclusive jurisdiction of such courts without giving effect to any of its conflicts of law principles. Notwithstanding the foregoing, unless otherwise agreed in the Order, the laws and jurisdiction of the country in which the Provider contracting entity is domiciled shall apply.

## 16. GENERAL.

16.1 All co-marketing activities, including but not limited to press releases, joint media opportunities, case studies, social media announcements, and any other public communication involving both parties, must receive prior written approval from both parties. Each party agrees not to issue any public statements, whether written or verbal, or otherwise use the other party's name, trademarks, or logos in any marketing or promotional materials without the express, written consent of the other party. Approval for such communications shall not be unreasonably withheld or delayed.

16.2 This Agreement may only be amended if authorized representatives of each party agree and sign in writing.

16.3 Neither Reseller nor Provider may assign this Agreement without the other party's prior written consent (such consent not to be unreasonably withheld). However, either party may assign this Agreement without notice to an i) Affiliate or ii) to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization or consolidation, or the sale of all or substantially all of such party's assets or of the Provider business line to which the subject matter of this Agreement relates. Any other attempt to transfer or assign is void.

16.4 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will comprise a single instrument.

16.5 Neither the Reseller or Provider will be liable for a delay or default in the performance of its respective obligations under this Agreement, if such delay or default is caused by an event which could not have been foreseen or which, being foreseeable, is inevitable, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, war or terrorism, governmental action, acts of God or labor disputes not caused by or beyond the control of such party ("**Event of Force Majeure**"). The affected party shall promptly notify the other party of the occurrence of an Event of Force Majeure and the estimated extent and duration of its inability to perform its obligations. During the existence of the Event of Force Majeure the parties shall cooperate, make their best efforts and adopt all reasonable measures to remove or mitigate its effects and comply with the obligations assumed under the Agreement.

16.6 The relationship between Provider and the Reseller is that of independent contractors, and not legal partners, employees, joint venturers, or agents of each other.

16.7 The Provider and the End Customers shall have no privity of contract, and nothing in this Agreement shall be construed to create any contractual relationship or obligations between the Provider and any End Customer.

16.8 The use of the terms "includes", "including", "such as" and similar terms, will be deemed not to limit what else might be included. Words in the singular shall include the plural, and words in the plural shall include the singular, unless the context clearly indicates otherwise.

16.9 A party's failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.



16.10 Any notice given under this Agreement must be in writing by email to the following addresses (or addresses notified in writing by either party): to Provider: **legal@zoovu.com** and to Reseller: at the Reseller's email address stated on the Order. Termination notices and/or notices of non-renewal transmitted by any other means or to any other email addresses than **legal@zoovu.com** shall not be deemed duly served and shall not be effective.

16.11 If any conflict exists among the following documents, the order of precedence will be: (1) the applicable Order, (2) Master SaaS Reseller Agreement (3) the SOW. Any terms set forth under a "Special Terms" heading in any of the foregoing documents will take precedence over any other terms to the contrary in that document.

16.12 If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed, and the remainder of terms will remain in full effect.

16.13 Unless otherwise state in the Agreement, there are no further third-party beneficiaries to this Agreement. Reseller's Authorized Users or End Customers are not third-party beneficiaries to Reseller's rights under this Agreement.

16.14 This Agreement constitute the entire agreement between Reseller and Provider and it supersedes any other prior or contemporaneous agreements, communications, representations, understandings, arrangements or terms and conditions, written or oral, concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by Reseller do not apply, override or form a part of this Agreement, and are void.

This Master SaaS Reseller Agreement was last updated on 24 October 2024.