



## Partner Terms & Conditions

These are the Parloa Terms and Conditions for Partner ("**T&C**") between Parloa Inc. ("**Parloa**") and a Reseller Partner and/or Co-Selling Partner ("**Partner**", "**You**", individually with Parloa a "Party" and collectively with Parloa, the "Parties") who either resell or market Parloa's platform, services and products ("**Parloa Products**") to Leads or Customers, as defined in the "**Cover Page**". These T&C, the Cover Page and all agreed Annexes are together referred to as the "**Agreement**".

**NOW, THEREFORE**; in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree to the following terms and conditions:

### **A. Scope of the Agreement**

1. These T&C apply to all Resellers who resell Parloa Products and Co-Selling Partners who market Parloa Products, unless otherwise specified individually between the applicable Partner and Parloa.
2. By reselling or marketing Parloa Products, the Partner agrees to be bound by the Agreement.
3. Unless separately designated as Reseller Partner or Co-Selling Partner, the term Partner shall be used in the same way for all business activities of the Partner.
4. The Partner has the option to act as both a Reseller and Co-Selling Partner for Parloa's Products (as further specified on <http://parloa.com/platform/at-a-glance>).
5. As a "Reseller", the Partner shall use its best efforts to generate new business and continuously promote the Parloa Products through their own activities and directly enter into contractual relationships with new Customers and/or additional volumes of the Parloa Products for existing Customers ("**Business Resale**") within the "**Distribution and Resale Territory**" as individually agreed and in compliance with this Agreement. The Reseller Partner will receive a "**Reseller Discount**" on the list price of the Parloa Products, as agreed with the Reseller Partner.
6. "**Co-Selling**" refers to a sales strategy where the Partner and Parloa work together to acquire Customers within the agreed Distribution and Resale Territory. The Partner assists in identifying Leads and promoting sales, while Parloa directly enters into the contract with the Lead. As a Co-Selling Partner, the Partner receives an agreed-upon commission ("**Co-Selling Commission**") for each sale generated as a result of their efforts.
7. Any Business Resale is subject to Parloa's prior approval pursuant to a binding agreement between the Customer and Parloa. Partner may not conduct any activities related to a Business Resale or Co-Selling outside of the Distribution and Resale Territory without Parloa's prior written approval before the activity.
8. The relationship between Partner and Parloa is non-exclusive. The Partner may continue to market and sell other products and services without any limitation. Parloa also reserves the right to distribute the Parloa Products to potential and existing



Customers directly and via other partners, including other resellers, sales agents, OEM partners, system integrators and online sales.



## **B. Parloa's obligations**

1. Subject to Partner's compliance with this Agreement, Parloa grants the Partner the non-exclusive and non-assignable right to resell the Parloa Products to new Customers and/or additional volumes of the Parloa Products for existing Customers during the term of the Agreement.
2. Parloa commits to support the Partner in winning new business on a first-come, first-served basis. The lead is considered a "Qualified Lead" after receiving written approval from Parloa within the agreed Lead Registration Process (as provided in the Cover Page). Parloa shall supply the Parloa Products ordered by the Reselling Partner to the Partner subject to the availability and in particular based on the requirements set forth in Section D.
3. Parloa shall provide the Partner with demo versions of the Parloa Products (which will be provided in accordance with Parloa's then current license terms), regular roadmap sessions, product descriptions, information on sales strategies as well as advertising material, design guidelines and other information and documents that the Partner requires to be able to adequately market, distribute and maintain the Parloa Products. All documents shall remain the property of Parloa and subject to the confidentiality obligations of this Agreement unless explicit consent to share with third parties is given by Parloa.
4. Parloa shall offer regular onboarding and training in which the Partner's employees will be instructed in the application, sale, and maintenance of the Parloa Products. Parloa shall be free to structure the training at its own discretion, as meetings or online-trainings. Parloa is not covering any opportunity cost created for the Partner.
5. Parloa may, at its discretion, provide the Partner with access to the Parloa Products beta program, which may be subject to additional license terms and conditions.
6. The Parloa Products shall be provided by Parloa to Customers, and not to other partners, in material conformity with the Agreement and the technical descriptions for the Parloa Products. No warranties are made with respect to the Parloa Products to Partner. PARTNER MAKES NO WARRANTIES TO PARTNER WITH RESPECT TO ANY PARLOA PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY DEMO OR BETA VERSIONS OF PARLOA PRODUCTS THAT MAY BE PROVIDED TO PARTNER UNDER THIS AGREEMENT. PARLOA HEREBY DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO THE FOREGOING, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

## **C. Partner's obligations**

1. The Partner is required to comply with all applicable laws, regulations, and standards in connection with the marketing, sale, and delivery of the Parloa Products. The Partner must not engage in any deceptive, misleading, or unethical practices in connection with the promotion or sale of the Parloa Products.



2. The Partner should facilitate the conclusion of "**Customer Contracts**". The Partner must actively participate in sales and marketing activities and use commercially reasonable efforts to promote and generate demand for the Parloa Products. The Partner must promptly share all necessary information of the Qualified Leads and Customers with Parloa.
3. The Partner is obligated to participate in Parloa's training and education programs related to the Parloa Products and must ensure that Partner's employees who resell or market the Parloa Products are qualified to do so.
4. The Partner must provide Parloa with accurate and complete information about its sales and marketing activities on a regular basis, including the status of Qualified Leads / potential new leads, the volume of sales, and any other relevant information as requested by Parloa.
5. The Partner must maintain accurate and complete records of all transactions related to the Business Resale of the Parloa Products, sales data, and financial information. Upon request, the Partner must promptly provide such records to Parloa.
6. Each Party shall provide the respective other Party with appropriate support in the event of a violation of rights to the Parloa Products, for example by Customers.
7. The Partner is obligated to inform all relevant staff, representatives and assignees about all obligations resulting from the Agreement.
8. In the case of a Business Resale the following will apply:

The Partner bears sole responsibility for its

- a. communication, correspondence, and interaction with the Customers. The Partner is free to arrange the contractual relationship with its Customers and acts on its own responsibility, also to review and comply with applicable data protection law, if applicable. The Partner may utilise the documentation provided by Parloa for purposes of demonstration, evaluation, or the Partner's own use of the Parloa Products.
- b. The Partner must ensure that its contractual agreements with its Customers comply with the material contractual provisions, which are crucial for the use of the Parloa Products.
- c. The Partner is required to educate and train employees in marketing, demonstrating, and selling the Parloa Products, as well as supporting Customers with the implementation, maintenance, and use of the Parloa Products. To ensure that the Partner is fully equipped to perform these duties; the Partner must complete the "Parloa's Certification Program". To become fully certified, four (4) employees of the Partner must be trained and successfully complete the certification.
- d. The Partner and the Customers shall examine the extent to which they must conclude a data processing agreement ("DPA") for the Business Resale and other related activities to comply with applicable data protection requirements and shall coordinate their activities in this regard.



#### **D. Orders for Business Resale (Reseller)**

1. An "Order" for a Business Resale of the Parloa Products refers to a formal request made by the Partner through the "Request for Quotation" to purchase a specific quantity of Parloa Products at the specified prices as agreed upon by both Parties.
2. The Partner is required to submit a Request for Quotation to Parloa electronically via email to [partner@parloa.com](mailto:partner@parloa.com) for each prospective Customer. Parloa will review the applicable terms based on the information provided to Parloa. Parloa will in its sole discretion confirm the conditions by signing the Request for Quotation and sending it back to the Partner.
3. Once confirmed by Parloa, the Partner has the right to offer and sell the Parloa Products as agreed in the Request for Quotation to the prospective Customer.
4. After the conclusion of a contract between the Partner and the prospective Customer, the Partner and Parloa enter into a "**Binding Agreement**", based on the Request for Quotation for the delivery and payment of the specified Parloa Products. To the extent that there is any inconsistency between the Request for Quotation, the Binding Agreement and this Agreement, the following order of precedence will apply: (1) the Binding Agreement; (2) this Agreement; and (3) the Request for Quotation.
5. The Partner is responsible for any fees or charges associated with the Order, including but not limited to handling fees, taxes, and any other applicable fees. Notwithstanding the foregoing, the Parties will cooperate in good faith to minimise state and local sales and use taxes or any similar taxes (collectively "**Sales Tax**") to the extent legally permissible. The Partner shall provide any resale exemption certificate, direct pay permit, multiple points of use certificate, tax residency certificate, tax treaty certification, or any other exemption information reasonably requested by Parloa. The Partner shall promptly notify Parloa if any such exemption is subsequently revoked or modified. The Partner shall also provide specific address information to Parloa sufficient for Parloa to determine the applicable tax rate.

#### **E. Prices, discounts and payment terms**

1. Co-Selling Commission
  - a. Partner will receive a one-time Co-Selling Commission for each successful closing of a Customer Contract between Parloa and a Qualified Lead of the Partner. After the Customer Contract has been signed, the Qualified Lead is referred to as the **Customer**.
  - b. The Co-Selling Commission is based on the initial contract value (net) for the first twelve (12) months of this Customer Contract (initial Annual Contract Value (ACV)). The Co-Selling Commission equals 30% on the initial ACV (overages excluded).
  - c. After closing of the Customer Contract, Parloa shall inform the Partner about the successful Co-Selling, the initial ACV, the agreed contract value (net), the payment conditions and the respective Co-Selling Commission.



- d. Parloa shall confirm to the Partner when the first payment has been received from the Customer. Parloa pays the Co-Selling Commission in four (4) equal instalments on a quarterly basis. Once it is confirmed that payment has been received, the Partner will provide a respective invoice for the first instalment of the Co-Selling Commission at the end of the respective calendar quarter, and for the remaining three (3) instalments at the end of the following three (3) calendar quarter. Each invoice should be sent via email at [finance@parloa.us](mailto:finance@parloa.us) and the assigned partner manager at Parloa for verification and approval. Each invoice must include the name of the Customer and the name, address and bank details of the Partner.
  - e. Each undisputed invoice will be paid within thirty (30) calendar days. In case the invoice cannot be approved, Parloa will inform the Partner within seven (7) business days (defined as Monday through Friday other than holidays observed by Parloa) and seek clarification.
  - f. In the event that the Customer ceases payment for any reason, Parloa reserves the right to suspend payment of the Co-Selling Commission as well.
2. Notwithstanding the foregoing in this Section, if Parloa has a reasonable belief that any payment due to Partner under this Section is subject to withholding tax, Parloa shall notify Partner of such withholding obligation and shall be entitled to withhold such tax from the gross amount to be paid to Partner; provided, however, that Parloa shall not withhold more than the minimum amount required under applicable law including any applicable tax treaty.

#### **F. Payment Terms for Business Resale**

1. For each Business Resale, the Partner is obligated to pay Parloa the fee for the Parloa Products sold as agreed in the "Binding Agreement".
2. The Partner has the right to claim a discount on the list price of the software licence payments (excluding all taxes and tariffs) as agreed between the Parties for a successful Business Resale. The discount is applicable on the "Total Contract Value" for the recurring software licence revenues of the Parloa Products sold by the Partner to a Qualified Lead. The discount is not applicable to maintenance fees, professional services fees.
3. If the Partner is in default with payments in accordance with this Agreement, Parloa is entitled to make outstanding deliveries of Parloa Products only against payment in advance. The assertion of further rights due to default of payment shall remain unaffected.
4. If not stated otherwise, individually agreed and if applicable, all payments due under the Agreement are subject to value added tax. Payments under the Agreement must be made within thirty (30) days after receipt of the respective invoice by the respective Party.

#### **G. Limitation of Liability**

1. ***Except for liability due to death, physical injury or harm to health, each Party's liability is limited or excluded as follows.***



- a. ***Parloa's aggregate cumulative liability arising out of or related to this Agreement is limited as follows: (a) with respect to all claims by Partner as a Reselling Partner, to an amount equal to the fees Parloa has received from Partner for Business Resales in the twelve (12) months preceding the date that the first claim arises and (b) with respect to all claims by Partner as a Co-Selling Partner, to an amount to the Commissions that Parloa pays to Co-Selling Partner as Commissions in the twelve (12) months preceding the date that the first claim arises.***
- b. ***Neither Parloa nor Partner will be liable for any indirect, incidental, consequential, special and exemplary damages or loss of use, loss of business and lost profits arising out of or related to this Agreement, regardless of the legal theory on which any such damages and losses may be based and even if a Party has been advised of the possibility of such damages and losses.***
- c. Parloa will pay to defend Reselling Partner at its expense and indemnify Partner for any third party claims against Reselling Partner or Customer that Parloa Products, in the form as provided by Parloa without any modification or combination with third-party hardware or software, infringe or misappropriate any valid and enforceable US patents, copyright registrations in the US, federal trade dress registrations and US federal trademark, trade mark registrations in the US of such third party. Reselling Partner will inform Parloa in writing without delay of such claims and will give Parloa all powers of attorney and authorizations which are necessary in order to defend the Parloa Products against such claims. Reselling Partner will not enter into any compromise or settlement of any such third-party claim without Parloa's prior written approval. Reselling Partner will provide all reasonably requested assistance to Parloa in the defense and settlement of any such third-party claim. In the event of a third-party claim of infringement or misappropriation, or if Parloa reasonably believes that such a claim may arise, Parloa may, at its option and expense, procure a license for Reselling Partner to continue to conduct Business Resales under this Agreement or for Customer to continue to use the Parloa Products or modify the Parloa Products so that they are no longer infringing but provide substantially the same functionality as described in Parloa's documentation regarding the Parloa Products. In the event that Parloa is not able to procure a license or modify the Parloa Products as described above, Parloa will terminate this Agreement.

## **H. Confidentiality**

1. The parties agree to keep all Confidential Information which becomes known to them during the performance of the Agreement strictly confidential and only to use such information for the contractually agreed purposes. Confidential Information for the purpose of this provision shall mean information, documents, details and data, which is marked as such or is to be seen as confidential because of its nature ("**Confidential Information**"). Partners agree to allow only such employees, who are entrusted with the provision of Parloa Products in the course during the Agreement, access to the Confidential Information of Parloa. The Parties agree at the request of the respective other Party to require their employees to sign an appropriate



confidentiality declaration and to present this to the respective other Party. The Parties shall not seek to register intellectual property rights in respect of Confidential Information of the other Parties. If Confidential Information is requested by a public authority, then the other Party shall be informed without delay and before the Confidential Information is supplied to the public authority.

2. The rights and obligations under this section shall not be affected by the termination of the Agreement. The Parties agree at the option of the other Party to return or destroy the Confidential Information of the other Party upon the termination of the Agreement, to the extent that such information still exists.

#### **I. Term and termination**

1. Unless agreed individually, the Agreement enters into full force and effect on the "**Effective Date**" specified in the Cover Page and shall remain in force as specified in the Cover Page ("**Term**"). The Agreement will be automatically renewed for successive periods of one (1) year each, unless terminated by either Party within three (3) months prior to the expiration of the Agreement. Notice of termination must be made in writing.
2. Either Party retains the right to terminate the Agreement for a compelling reason. Such a compelling reason for Parloa includes but is not limited to: (i) the Partner breaches its obligations and fails to remedy the infringement within (5) five days of being notified by Parloa, and (ii) the Partner becomes insolvent or unable to pay its debts, faces insolvency or bankruptcy proceedings or make an assignment for the benefit of creditors.
3. For each Business Resale the following applies: Contracts between Partner and its Customers will remain unaffected by any notice of ordinary termination and ordinary termination or expiration of the Agreement. The same applies for any contractual guaranteed renewal terms. Parloa has the right to take over the Customer Contract, signed between Parloa and Customer, before granting a renewal of the Customer Contract. Upon the receipt of a notice of termination, Parloa is not obligated to accept new Orders for Business Resales.
4. The Partner does not have any entitlement to a post-contractual remuneration for Customer Contracts that enter into effect after expiration or termination of this Agreement. However, this exclusion does not apply to already confirmed Co-selling activities as described in Section F.1. of this Agreement.
5. Upon termination or expiration of the Agreement the Partner shall return to Parloa any marketing materials and any other materials and documents provided by Parloa in connection with the performance of the Agreement. If there are copies of the materials and documents on the Partner's data processing systems, including the data processing systems operated on its behalf, the Partner must destroy these materials and documents or have them deleted, and provide written confirmation of the deletion to Parloa.
6. Upon termination of this Agreement, the Partner must refrain from presenting itself as a Parloa partner and has to remove any logo, claims or statements from its website, marketing or other publicly available materials as granted in Section J (Marketing and Publicity).



7. The following Sections of this Agreement will survive termination: B.6, G (Limitation of Liability), H (Confidentiality), I (Term and Termination) and K (Miscellaneous).

#### **J. Marketing and publicity**

1. The Parties hereby grant each other the non-exclusive, non-transferable, royalty-free, fully paid-up right (without the right to sublicense) to include the name and logo of the respective other Party ("Marks") in a list of Partners and also refer to the contractual relationship between the Parties on the basis of the Agreement in publicity, website, advertising and press releases. The foregoing right to use Marks must comply with the granting Party's then current trademark usage guidelines. The granting Party has the right to request specimens of the use of their Marks and request modifications to such use if the proposed use does not comply with granting party's usage guidelines. All goodwill arising from the use of a granting Party's Marks will inure to the benefit of the granting Party. This right is granted only for the duration of its term and for the sole performance of this Agreement.
2. The Partner agrees to provide a reference such as a quote or Customer story that can be used by Parloa in promotional and advertising material where appropriate.
3. If the intended use goes beyond J.1 of this Agreement, the Partner must in any case obtain Parloa's prior written consent. Upon Parloa's request, the Partner must immediately cease and desist use of Parloa's Marks.
4. The Partner is required to (a) use reasonable efforts to cross-advertise one another's offerings through their promotional materials and sales representatives and (b) undertake and coordinate such additional promotional and marketing initiatives as the Parties may agree from time to time. Both Parties explicitly agree that the form, content, and design of any advertisements and promotional materials featuring the other Party shall be subject to the final approval of both Parties.

#### **K. Miscellaneous**

1. Applicable law. The Agreement will be subject to, interpreted and construed in accordance with the laws of Delaware. The application of the United Nations Convention for the International Sale of Goods is excluded. Any legal action, suit or proceeding brought by a Party in any way arising out of or relating to the Agreement shall be brought solely and exclusively in the state and federal courts located in Delaware, and each Party irrevocably accepts and submits to the sole and exclusive personal jurisdiction of such courts, generally and unconditionally with respect to any action, suit or proceeding brought by or against it by the other Party, and waives any objection to the venue or jurisdiction of those courts.
2. Relationship of Parties. The Parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. The Partner must grant Parloa the necessary support to facilitate the sales activities conducted in coordination with the Partner. This ensures efficient closure of new deals and prevents any cannibalization of Parloa's other activities and other Partner relationships.



3. Entire Agreement; Modification; Counterparts. The Agreement, including its Annexes, contains all agreements between the parties relating to the object of the Agreement. Amendments and supplements to the Agreement must be made in writing; this also applies for a waiver of the written form requirement. This Agreement may not be varied, modified, altered, or amended except in writing, signed by the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
  
4. Assignment. The Partner may not assign any of their rights and/or obligations under the Terms or part thereof without the prior written consent of Parloa. The Partner agrees that Parloa may assign any of its rights and/or obligations under the Terms in total or in part to a company directly or indirectly controlled by, or jointly held with a third party, by Parloa. Parloa shall provide the Partner with timely notification regarding any such assignment. Parloa may assign its rights or delegate its obligations under this Agreement upon notice to Partner. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition but shall apply solely to the instance to which such waiver is directed.