

Partner Terms and Conditions

These are the Parloa Terms and Conditions for Partner ("**T&C**") between Parloa GmbH ("**Parloa**") and a Reseller Partner and/or Co-Selling Partner ("**Partner**", "**You**") 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**".

These T&C apply to all Resellers and Co-Selling Partners who resell or market Parloa Products, unless otherwise specified individually between the Partner and Parloa.

By reselling or co-selling Parloa Products, the Partner agrees to be bound by the T&C.

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.

A. Scope of the Agreement

1. The Partner has the option to act as both a Reseller and Co-Selling Partner for Parloa's conversational AI platform and products (as further specified on <http://parloa.com/platform/at-a-glance>).
2. 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.
3. "**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.
4. 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.
5. Any Business Resale or other activity outside of the Distribution and Resale Territory is strictly subject to prior written approval by Parloa preceding the activity.
6. 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 the Agreement and the due payments, 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, on a first-come, first-served basis, to support the Partner in winning new business by offering financial incentives and preferential sales engagement from Parloa's sales team for a Lead, registered as Qualified Lead (after written approval from Parloa within the agreed Lead

Registration Process the lead is called a “**Qualified Lead**”); this applies to both Reselling and Co-Selling business models.

3. 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.
4. Parloa shall provide the Partner with demo versions of the Parloa Products, 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 unless explicit consent to share with third parties is given by Parloa.
5. 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.
6. Parloa may, at its discretion, provide the Partner with access to the Parloa Products beta program.
7. The Parloa Products shall be provided by Parloa in material conformity with the Agreement and the technical descriptions for the Parloa Products.

1. 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**”, whereby these are contracts with a Qualified Lead, either with the Partner or with Parloa. 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 Lead 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:
 - a. The Partner bears sole responsibility for its 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, including [Parloa's General Terms and Conditions \("GTC"\) for Customers](#) and [Parloa's Service Level Agreement \("SLA"\)](#).
- 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 for each Qualified Lead. 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 Qualified Lead.
4. After the conclusion of a contract between the Partner and the Qualified Lead, 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.
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.

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 12 months of this Customer Contract (initial Annual Contract Value (ACV)¹). The Co-Selling Commission equals 30% on the initial ACV (overages excluded).

¹ ACV: Annual Contract Value (ACV) is the metric used to describe the total value of a contract or agreement over the course of a year (12 months). ACV is used in the context of subscription-based or recurring revenue business models, where customers pay for products or services on a regular basis a fixed usage fee, excluding any professional services and overages.

- c. After closing of the Customer Contract Parloa shall inform 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.com and the 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 can not be approved, Parloa will inform the Partner within seven (7) working days 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. Payment Terms for Business Resale
- a. For each Business Resale, the Partner is obligated to pay Parloa the fee for the Parloa Products sold as agreed in the **“Binding Agreement”**.
 - b. 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.
 - c. If the Partner is in default with payments in accordance with the 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.
3. 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.

F. 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 upon three (3) month notice months' notice 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 five days of being notified by Parloa, and (ii) the Partner becomes insolvent or unable to pay its debts, or faces insolvency or bankruptcy proceedings.
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.

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. The Partner's claims for compensation analogous to Sec. 89b German Commercial Code ("HGB") based on the sale of the Parloa Products are excluded, if the Partner is located outside the territory of the European Union and the European Economic Area.
6. 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 delete these materials and documents or have them deleted, and provide written confirmation of the deletion to Parloa.
7. The Partner has to 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 H.

G. Marketing and publicity

1. The Parties grant each other the non-exclusive, non-transferable right to include the name and logo of the respective other Party 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 without first obtaining the consent of the respective 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 on promotional and advertising material where appropriate.
3. If the intended use goes beyond H. 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 from using any material protected by copyright, trademark or otherwise.
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.

H. Limitation of liability

Except for liability according to the German Product Liability Act ("**Produkthaftungsgesetz**") and due to death, physical injury or harm to health, each Party's liability is limited or excluded as follows.

1. In the event of negligence, each Party's liability is limited to reimbursement of typically foreseeable damages. However, in the case of slight negligence one Party shall only be held liable if it has breached a duty, the fulfilment of which is necessary to adequately perform the Agreement, and in any case each Party's liability shall not exceed EUR 100.000.
2. The limitation of liability defined under Section H.1 shall not apply in the event that a claim is made against a Partner by a Customer in respect of a part of Parloa's performance. Parloa shall indemnify

Partner in full against all claims at the first request, insofar as the fault cannot be attributed solely to Partner.

3. Parloa will pay to defend Partner at its expense and indemnify Partner at first request if a third party claims (against Partner or Customer of Partner) that Parloa Products infringe or misappropriate any valid and enforceable patents, copyright registrations, federal trade dress registrations and federal trademark, trade mark registrations of such third party which are enforceable in signatory countries to the Berne Convention. 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. In the event that the Customer does not agree to the transfer of the rights of defence to Parloa, Parloa will reimburse its costs in full as well as provide the necessary assistance. Anyhow Parloa is under an obligation to indemnify Partner and/or Partner's customer Customer for its necessary refundable costs which will incur in the enforcement of legal claims.

I. Confidentiality

2. 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.
3. 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.

J. Applicable law, place of jurisdiction and general provisions

1. The Agreement will be subject to, interpreted and construed in accordance with the laws of Germany. The application of CISG („**UN Sales Convention**“) is excluded. Parloa's registered place of business shall be the place of jurisdiction for all disputes arising from the Agreement.
2. 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.
3. Partner may not assign any of their rights and/or obligations under the Terms or part thereof without the prior written consent of Parloa. 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.