

# Indirect Channel Partner Program Terms

## REVISION DATE: March 28, 2022

These Indirect Channel Partner Program Terms (as may be modified or amended, the “Terms”) contain the terms and conditions that govern your participation in and receipts of benefits under Privoro’s channel partner program (the “Channel Program”), which take effect on the date you provide electronic consent to these Terms, provided your Channel Partner Application (defined below) is approved in writing by Privoro LLC, an Arizona limited liability company or its affiliates (collectively, “Privoro” or “we”, “our”, or “us”). We have the sole discretion to accept or reject your Channel Partner Application, without any liability to you. If you are accepted into the Channel Program, we will notify you in writing of such acceptance and you will thereafter become eligible to receive benefits described in the Partner Portal (defined below) in accordance with your assigned membership.

To join our Channel Program, you must submit a complete and accurate Channel Partner Application through Privoro’s Channel Program website, located at partners.privoro.com (the “Partner Portal”). Privoro may update the location of the Partner Portal at any time and will provide notice of such update to its channel partners. Your acceptance to the Channel Program and assigned membership level within the Channel Program are each determined by Privoro (in its sole discretion). This Channel Program and your participation in the Channel Program are non-exclusive.

By submitting a Channel Partner Application to Privoro to join the Channel Program (or otherwise by clicking accept in the registration or application process), you, on behalf of yourself and, if applicable, the company identified as the applicant under the Channel Partner Application (“you” “your” or “Channel Partner”), (a) acknowledge and agree you (i) have read and understand the terms contained in these Terms, (ii) assent and agree to the terms and conditions contained in these Terms, and (iii) are entering into a binding, legal contract with Privoro, and (b) represent and warrant you have the legal authority binding the Channel Partner to these Terms and if any of your affiliates (as defined herein) receives benefits under the Channel Program, you will be responsible for such affiliate’s compliance with these Terms. Please print these Terms for your records and save a copy electronically.

## 1. DEFINITIONS

In addition to the terms defined elsewhere in these Terms, the defined terms below have the following meanings:

- 1.1 “**Affiliate**” means any person or entity that controls (i.e., possesses the power to direct or cause the direction of management and policies of an entity whether through ownership of voting securities, by contract, or otherwise), is controlled by or is under common control with such person or entity.
- 1.2 “**Authorized Territory**” means the United States of America and any additional territories set forth on a written authorization letter from Privoro (which authorization is subject to our receipt of requested information).
- 1.3 “**Channel Partner Application**” means the application under which you apply to become a channel partner of Privoro under these Terms, the Channel Program, and the Channel Partner Program Guide.
- 1.4 “**Channel Partner Program Guide**” means the then-current applicable Channel Partner Program Guide for the Authorized Territory published by Privoro, which sets forth the additional requirements for a channel partner’s participation in one or more of our channel programs. We may change the applicable Channel Partner Program Guide at any time with thirty (30) days’ prior notice to you by email, notification on our website, or any other method permitted under these Terms or under the Channel Partner Program Guide.
- 1.5 “**Channel Partner Trademarks**” mean those trademarks owned by Channel Partner, whether or not such trademarks are registered.
- 1.6 “**Distributor**” means a distributor authorized and certified by Privoro to resell Products and Services in the Authorized Territory.
- 1.7 “**End User**” means a purchaser of the Products or Services who acquires such Products or Services for ordinary, internal, and non-commercial business usage and not for purposes of further distribution, resale, or other exploitation.
- 1.8 “**Intellectual Property Rights**” mean any and all current and future intellectual property rights comprising or relating to: (a) works of authorship, including but not limited to copyrights, moral rights, and mask-work rights, whether or not copyrightable, and including software and firmware and all associated data, data files, databases, specifications, and documentation; (b) patents, patent rights, rights of priority, and design rights; (c) trade secret rights, (d) trademark rights (including service mark rights) and trade dress rights; (e) all other intellectual and industrial property rights of every kind and nature which may exist anywhere in the world, whether registered or unregistered; and (f) any and all applications and registrations, renewals, extensions,



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provisionals, continuations, continuations-in-part, divisions, reissues or reexaminations of any of the foregoing.

- 1.9. **“Non-Professional Services”** means the non-professional services of Privoro that Privoro offers for sale on its Price List, which may be purchased and resold by you to End Users, as provided in these Terms.
- 1.10. **“Person”** means any corporation, partnership, limited liability company, joint venture, or other legally recognized entity and organization.
- 1.11. **“Price List”** means our price list, available to you upon request, in effect at the time of order acceptance, which is subject to our Minimum Advertised Price (“MAP”) policy and any subsequent revision or modification by us from time to time in our sole discretion.
- 1.12. **“Products”** mean our products that we identify in the Price List from time to time, any of which may include (a) hardware products with embedded Software, (b) Software Products in executable code form, (c) End User documentation, and (d) other materials related to the foregoing, if any, that we supply to you.
- 1.13. **“Professional Services”** means the professional services as may be offered for sale by Privoro to you for resale to Qualified Purchasers from time to time in accordance with these Terms, which are identified in writing as such by Privoro.
- 1.14. **“Services”** means, individually or collectively, as the context dictates, the Non-Professional or the Professional Services, or both.
- 1.15. **“Software”** or **“Software Products”** mean our software products in executable code form which are either sold separately or embedded into our hardware Products, the use of which is subject to the terms and conditions set forth in our then-current software license terms.
- 1.16. **“Trademarks”** mean those trademarks owned by Privoro, whether or not such trademarks are registered.

## 2. APPOINTMENT

Subject to these Terms, we hereby appoint you as our nonexclusive, authorized channel partner of Privoro in the Authorized Territory, and you hereby accept such appointment. You will use commercially reasonable efforts to sell, market, advertise, and promote the Products and Non-Professional Services in the Authorized Territory, provided, however, you are expressly prohibited from soliciting, marketing, selling, advertising, and promoting any Professional Services unless and until we approve or pre-approve any of the foregoing actions in writing and otherwise in accordance with these Terms. Products and

Non-Professional Services as may be available in the future are deemed added to these Terms at such time as we may add them to the Price List (in our sole and absolute discretion). Future Professional Services are deemed added to these Terms at such time as an Outsourced Professional Services Agreement is executed by and between the parties as set forth in these Terms. We have the right to discontinue the distribution or availability of any Product or Service at any time upon thirty (30) days’ prior notice to you by email, notification on our website, or any other method permitted under these Terms. We reserve the right to distribute, resell, and service the Products and Services in the Authorized Territory, directly and indirectly, through other channel partners, resellers, or other distribution and service channels. You and Privoro agree that Privoro will not be liable to you by reason of our exercise of our rights set forth in these Terms. Notwithstanding anything to the contrary in these Terms, the exercise of any right or the enforcement of any obligation under these Terms may be exercised or enforced by any subsidiary of Privoro LLC, including without limitation, Privoro Government Solutions, LLC, a Delaware limited liability company, and in such case, all rights and obligation of, and references to, Privoro in these Terms will instead refer to such subsidiary.

## 3. CHANNEL PROGRAM

### 3.1. Partner Portal Access

Your performance under these Terms may require you to access information, materials, and tools pertaining to Privoro and its affiliates, the Channel Program, Products, Services, and certain personal information through the Partner Portal (collectively, the “Information”). As long as you are participating in the Channel Program under these Terms, we hereby grant you a limited, non-exclusive, nontransferable, non-sublicensable license to access and use the Partner Portal and Information solely in accordance with these Terms. You may use the Information only for the purpose of exercising or performing your rights and obligations under these Terms and not for any other purpose. Each employee, agent, contractor, or other person who represents you or acts on your behalf including, without limitation, by accessing the Partner Portal, will be considered a “User”. Users are required to accept the Partner Portal terms of use in order to access the Partner Portal on your behalf. Information made available to you and your Users through the Partner Portal is further subject to the terms contained in the Terms of Use, available at [privoro.com/legal](http://privoro.com/legal), which is incorporated herein and made a material part of these Terms.

### 3.2 Channel Partner Program Guide

Your participation in our marketing or sales programs is subject to the terms set forth in these Terms and in the applicable Channel Partner Program Guide, which is



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hereby incorporated by reference into these Terms and will be made available to you upon your written request. Your initial participation level in the Channel Program is that of an “Authorized Partner” (as defined in the Channel Partner Program Guide), unless otherwise specified in writing by us. Additional rights and obligations may apply to you depending upon your designated territorial region and corresponding channel partner levels. To be eligible for the rights as identified therein, you agree to comply with these Terms and the applicable Channel Partner Program Guide. We reserve the right, in our sole discretion, to determine your appropriate level of participation in our Channel Program. You are advised that we determine policies, procedures, and rules of engagement from time to time that are applicable to each level of participation. We reserve the right to change your Channel Program participation level upon thirty (30) days’ prior written notice (by email or any other method permitted under these Terms) in our sole and absolute discretion.

### 3.3 Additional Requirements

You hereby acknowledge and agree that we may require you to achieve particular requirements (e.g., specializations, certifications, or training requirements) before accepting any Order from you for particular Products or Services. We may require on-going fulfillment of some or all of the requirements to retain the right to purchase, license, Resell or support such Products and Services.

### 3.4 Prohibitions

You must not (in any circumstance) and have no authority under these Terms to (a) purchase Products from any Person or individual, other than a Distributor or Privoro on behalf of such Distributor; (b) sell or ship Products to any party outside of the Authorized Territory; (c) sell Products to any Person or individual that you know, or reasonably should know, intends to resell or distribute the Products; (d) sell, assign, pledge, sublicense, lease, deliver, or otherwise transfer any rights or obligations under these Terms to any third party without our express written consent; (e) sell Products over the Internet (e.g., sales via eBay, Amazon Marketplace, Facebook, online marketplaces or white label websites) except via your independent company website; (f) sell Products, other than in their original packaging; (g) make any claims, representations, or warranties of any kind with respect to any Product or Service, whether on your behalf or on our behalf; or (h) repair or otherwise alter Products or their respective packages or containers. Your communications and representations regarding the Products and Services must always be true, accurate, and complete.

### 3.5 Renewal of Non-Professional Services

(a) **Pre-Expiration Date.** At least sixty (60) days prior to the expiration date of a Non-Professional Services contract, Privoro or its authorized agents may send contract renewal reminder notices to you and/or the identified End User, and you must either: (i) initiate the Non-Professional Service contract renewal process with the End User and forward the completed service contract renewal with a valid Order to us; or (ii) notify us in writing of your intent to not renew the contract for Non-Professional Services.

(b) **Post-Expiration Date.** If you have not renewed the Non-Professional Services contract on or before the date the applicable contract for Non-Professional Services expires or earlier if you notify us of your intent not to renew, then Privoro or its authorized agents may contact the End User to arrange for the renewal of such Services with Privoro directly or via another Privoro-authorized channel partner.

## 4. RIGHTS AND RESTRICTIONS

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### 4.1. Resale of Products and Services

We hereby grant you the non-exclusive, non-transferable authorization and license to purchase the Products and Services exclusively from Distributors and to resell such Products and Services to End Users, and no other Persons, located in the Authorized Territory. You may only resell the Products solely in the form obtained from such Distributor or from Privoro (on behalf of such Distributor), as may be applicable. Any addition, amendment, or modification to such rights to resell products beyond the grant language above will be subject to a separate written agreement between you and Privoro.

### 4.2. Demonstration and Not for Resale Products

We may provide you, upon your written request, at a price to be determined by us, certain Product demonstration units that may be used by you solely to demonstrate the use of the Products to potential purchasers of Products and Services, and for no other purpose (collectively, the “Demonstration Products”). Under no circumstance may you sell or resell any Demonstration Products. Your use of Demonstration Products is further subject to the terms contained in the Reseller Product Demonstration Program and the Not for Resale Program, each available through the Partner Portal and incorporated by this reference into these Terms and made a material part of these Terms.

### 4.3. Restrictions on Copying and Reverse Engineering

As a material consideration for our acceptance of your Channel Partner Application, you must not, and must never permit any third party to translate, disassemble, decompile,



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or reverse engineer the Products, in whole or in part, or to determine any source code, algorithms, methods or techniques embodied in such Product, in each case except to the extent such prohibition is restricted by applicable law. You must not copy, modify, create derivative works, rent, lease, loan, or use for timesharing or service bureau purposes, any Products or Services, in whole or in part without our prior written approval, which we may withhold in our sole discretion.

#### 4.4. Pricing

You agree, at all times, to adhere to our MAP policy, which is hereby incorporated by this reference into these Terms and available to you upon written request. We may, at any time, in our sole discretion, modify the MAP policy pertaining to any Products or Services. You agree to adhere to our MAP policy in all circumstances. Privoro, in its sole discretion and in accordance with termination for cause in Section 11 (Term and Termination) of these Terms, reserves the right to discontinue doing business with you as a result of your violation of the MAP policy.

#### 4.5. No Removal of Markings

You agree to comply with all legends that appear on or in the Products and not to remove, modify, or destroy any patent, copyright, logo, trademark, trade name, proprietary marking, or confidentiality legend placed upon or contained within Products, their respective packages or containers, or any End User documentation supplied by Privoro.

#### 4.6. Conduct

You (a) must conduct yourself in a timely, professional, and competent manner, and in any event, in a manner that reflects favorably at all times on the Products and Services and the good name, goodwill, and reputation of Privoro; (b) must not conduct yourself in any manner that is deceptive, misleading, unethical, or is otherwise detrimental (or perceived to be detrimental) to Privoro, or, its Products or Services, or the public, including, but not limited to, disparagement of Privoro or its Products or Services; and (c) must not make any false or misleading representation with respect to Privoro or its Products or Services.

#### 4.7. Indemnity

Each party to these Terms (the "Indemnifying Party") must indemnify, defend, and hold harmless the other party to these Terms and its affiliates, directors, officers and employees (each, an "Indemnified Party") for all costs, expenses, damages, claims, charges, penalties, fines and other losses that arise in connection with any breach by the Indemnifying Party of the terms and conditions contained in these Terms.

## 5. TRANSACTIONS WITH GOVERNMENTS

Any transaction involving the Products or Services between you and any government, governmental or regulatory entity or body, department, commission, board, agency or instrumentality of (a) the United States of America and of any state, local or regional division thereof or (b) any other sovereign nation (each, hereinafter a "Governmental Authority"), or any transaction in which a Governmental Authority is the End User or is directly or indirectly providing funds for the transaction, whether through a prime contract or a subcontract thereunder or a grant or other transaction, will be subject to the additional qualification and eligibility requirements and such other terms and conditions as may be required by Privoro in connection with any such transaction. Notwithstanding anything to the contrary contained herein or in any other agreement between you and Privoro, Privoro does not accept any government flow-down provisions, including but not limited to, the United States Government Federal Acquisition Regulations ("FARs") and its supplements, Defense FARs, or NASA FARs. Further, Privoro will not provide any government-required representations or certifications to you or any of your End Users.

## 6. ORDERS

You must submit all purchase orders for the purchase of Products or Services (each, an "Order") to Distributor (or Privoro, on behalf of Distributor) as provided below, provided that all Orders for the purchase of Professional Services must be approved in writing by us before we incur any obligation to perform such Professional Services. Notwithstanding anything to the contrary contained in these Terms, unless we approve (which approvals expressly exclude any preapprovals of) an Order for Professional Services in writing (in our sole and absolute discretion), you are expressly prohibited from reselling any Professional Services and we are not under any obligation to perform Professional Services, in each case under these Terms.

#### 6.1. Products and Non-Professional Services

You must submit all Orders for the purchase of Products and Non-Professional Services to Distributor. All pricing, discount, credit, and payment terms for the purchase of Products or Non-Professional Services will be governed by such terms agreed upon by you and the applicable Distributor.

#### 6.2. Professional Services

You may submit to Privoro (and only Privoro) an Order for the purchase of Preapproved Professional Services (defined below) ("**Professional Services Order**"), if and only if, (a) we have preapproved (in our sole and absolute discretion), your marketing and solicitation of certain



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preapproved Professional Services (“**Preapproved Professional Services**”) to a specified End User, in each case designated by us in a written letter of preapproval that we deliver to you (“**Preapproval Acknowledgment Letter**”), which will also designate (among other matters) pricing terms, the scope of solicitation activities approved, and the duration of the preapproval, and (b) you acknowledge and expressly agree, in writing, to be bound to the terms and conditions set forth in the Preapproval Acknowledgment Letter. Notwithstanding the foregoing or anything to the contrary contained herein, each Professional Services Order that you submit to us may be accepted or rejected by us in our sole and absolute discretion, provided any acceptance or approval thereof is conditioned on your execution of our form of Outsourced Professional Services Agreement (each, an “**Outsourced PSA**”). All pricing, discount, credit, and payment terms, among other terms and conditions, for the purchase of Professional Services will be governed by the Outsourced PSA, and upon the execution of each Outsourced PSA, the terms and conditions of such Outsourced PSA will be hereby incorporated into these Terms and made a material part hereof. Any performance of Professional Services by Privoro under an Outsourced PSA will be for the exclusive benefit of applicable End User (defined as a Service Recipient in the Outsourced PSA) (to the exclusion of Channel Partner).

## 7. TRADEMARKS

### 7.1. Trademark License Grant to Channel Partner

Privoro hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Trademarks solely in connection with your advertising and promotion of the Products and Services in the Authorized Territory during the Term, in accordance with applicable law, the Channel Partner Program Guide, and any Privoro trademark guidelines as provided by Privoro to you from time to time. You must promptly discontinue the display or use of any Trademark or change the way a Trademark is displayed or used with regard to the Products and Services when requested by us. You expressly acknowledge and agree that you will not adopt, use, or register as a trademark, service mark, trade name, business name, corporate name or domain name, or any part thereof, any word or symbol or combination thereof that is similar to any Trademark. You will not add or affix to any Product or your packaging any mark or designation that has not been approved by us in writing. You may not in any way combine any Trademark with any other mark or designation without our prior written approval. You agree not to affix any Trademark to any product other than the Product to which

it pertains. You understand and agree that (a) you will not have or acquire any right in or to any Trademark, (b) your use of any Trademark hereunder, and goodwill associated therewith, will inure to our exclusive benefit, (c) Privoro owns the exclusive right, title, and interest in, to, and under the Trademarks, and (d) you will not, directly or indirectly, in any country or other location, dispute the ownership of any Trademark. Only Privoro (and not Channel Partner), is entitled to register the Trademarks or similar trademarks in any class of products or services worldwide.

### 7.2. Trademark Notice

You must ensure that all Products sold by you and all related quotations, specifications, and descriptive literature, and all other materials carrying any Trademarks, are marked with the appropriate trademark notices in accordance with our instructions as set out in the Channel Partner Program Guide.

### 7.3. Trademark License Grant to Privoro

You hereby grant to Privoro a non-exclusive, non-transferable, non-sublicensable, limited license to use the Channel Partner Trademarks solely in connection with Privoro’s advertising and promotion of the Channel Program, Products, and Services in the Authorized Territory during the Term, in accordance with applicable law and the Channel Partner Program Guide. We will promptly discontinue the display or use of any Channel Partner Trademark or change the way a Channel Partner Trademark is displayed or used with regard to the Channel Partner Program when reasonably requested by you in writing. We expressly acknowledge and agree that we will not adopt, use, or register as a trademark, service mark, trade name, business name, corporate name or domain name, or any part thereof, any word or symbol or combination thereof that is similar to any Channel Partner Trademark. We will not add or affix to any Product or our packaging any mark or designation except in accordance with these Terms. We may not in any way combine any Channel Partner Trademark with any other mark or designation without your prior written approval. We understand and agree that (a) we will not have or acquire any right in or to any Channel Partner Trademark, (b) our use of any Channel Partner Trademark hereunder, and goodwill associated therewith, will inure to your exclusive benefit, (c) you own the exclusive right, title, and interest in, to, and under the Channel Partner Trademarks, and (d) we will not, directly or indirectly, in any country or other location, dispute the ownership of any Channel Partner Trademark. Only Channel Partner (and not Privoro), is entitled to register the Channel Partner Trademarks or similar trademarks in any class of products or services worldwide.



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## 8. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND NON-DISCLOSURE

### 8.1. Intellectual Property Rights

You acknowledge and agree that: (a) the Products and Services are proprietary to Privoro; (b) Privoro retains exclusive ownership of all right, title, and interest in, to, and under the Intellectual Property Rights related to or arising from the Products and Services, including in, to, and under any Software Products and Trademarks; and (c) if you acquire any Intellectual Property Rights in or relating to any product or service (including any Product or Software Product) purchased under these Terms (including any rights in any Trademark, derivative work, or patent improvement related thereto), by operation of law, or otherwise, those rights are deemed and are hereby irrevocably assigned to Privoro without further action by either party. You will take all reasonable measures to protect our Intellectual Property Rights in, to, and under any Product or Service. Other than the express authorization and license granted by these Terms, we reserve all rights not expressly granted under these Terms and do not grant you any right or license, by implication, estoppel, or otherwise, to the Products, Services, and Software Products or any Intellectual Property Rights of Privoro.

### 8.2. Prohibited Acts

You must not: (a) take any action that may interfere with any of Privoro's rights in, to, or under Privoro's Intellectual Property Rights, including Privoro's ownership or exercise thereof; (b) challenge any right, title, or interest of Privoro in, to, or under Privoro's Intellectual Property Rights; (c) make any claim or take any action adverse to Privoro's ownership of its Intellectual Property Rights; (d) register or apply for registrations, anywhere in the world, for Privoro's Trademarks or any other Trademark that is similar to Privoro's Trademarks or that incorporates Privoro's Trademarks in whole or in confusingly similar part; (e) use any mark, anywhere, that is confusingly similar to Privoro's Trademarks; (f) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the products purchased under these Terms (including Products and Services) or any of Privoro's Trademarks; (g) misappropriate any of Privoro's Trademarks for use as a domain name without our prior written consent from Privoro; and (h) alter, obscure, or remove any of Privoro's Trademarks or trademark or copyright notices or any other proprietary rights notices placed on the products purchased under these Terms (including Products), marketing materials, or other materials that Privoro may provide to you.

### 8.3. Confidentiality

For purposes hereof, the term "Confidential Information" refers to the following items one party ("Discloser") discloses to the other party ("Recipient"): (a) any document Discloser marks "confidential"; (b) any information Discloser orally designates as "confidential" at the time of disclosure, provided Discloser confirms such designation in writing within 10 business days; and (c) any other nonpublic, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) was lawfully known, without any obligation to keep such information confidential, by the Recipient prior to its receipt from the Discloser, as evidenced by written records predating the disclosure; (ii) is independently developed by the Recipient without breaching these Terms or relying on, referencing, or using the Discloser's Confidential Information, as evidenced by contemporaneous written records; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; (iv) is lawfully received from a source that is not prohibited from disclosing or using such information on account of a legal, contractual, or fiduciary duty or obligation; or (v) is approved for release in writing by Discloser.

### 8.4. Restricted Use; Non-Disclosure

Each party agrees that while these Terms are in effect and for a period of three (3) years thereafter, it will not use or exploit the Discloser's Confidential Information for any purpose other than to perform under these Terms; or disclose to any third party any Confidential Information without the prior written consent of the Discloser. The Recipient agrees to (a) take reasonable steps to protect the Discloser's confidential information, which steps must be at least as protective as those the Recipient takes to protect the Recipient's confidential information, (b) notify the Discloser promptly upon discovery of any unauthorized use or disclosure of Discloser's confidential information, and (c) cooperate with the Discloser to help regain control, and prevent further unauthorized use or disclosure, of the Discloser's confidential information. Any remedial action taken by the Recipient will not relieve the Recipient from its obligations or liabilities for a breach of these Terms. Each party may disclose Confidential Information only to its employees on a need-to-know basis and as is reasonably necessary to allow the party to perform under these Terms; provided that each such employee is under a written obligation of nondisclosure which protects the Confidential Information under terms at least as stringent as these terms. Except as set forth herein or in a separate non-disclosure agreement between you and Privoro, neither you nor Privoro has any obligation of confidentiality to the other. If any Confidential Information



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is required to be disclosed by the Recipient as a matter of law or by order of a court or other legal process, Recipient will promptly notify the Discloser of such obligation to disclose and reasonably assist the other party in obtaining a protective order or otherwise limiting such disclosure. Each party agrees to keep confidential and not to disclose the terms and conditions of these Terms to any third party other than (i) in confidence to its affiliates, actual or potential investors, banks, lawyers, accountants and other professional advisors; (ii) in connection with the enforcement of its rights under these Terms; (iii) as may be required by law, including, without limitation, in connection with the requirements of a public offering or securities filing, and (iv) in confidence in connection with a merger or acquisition or a proposed merger or acquisition. The existence of these Terms is not confidential. Notwithstanding the foregoing, your obligations hereunder with respect to any Confidential Information that is a trade secret will continue for so long as the trade secret is legally enforceable.

## 9. PRIVORO WARRANTY/ WARRANTY DISCLAIMERS

ALL WARRANTIES MADE BY PRIVORO ARE MADE SOLELY FOR THE BENEFIT OF THE END USER, OR CHANNEL PARTNER AS THE END USER'S AGENT. NO WARRANTY IS EXTENDED TO CHANNEL PARTNER, FOR ITS BENEFIT, IN THESE TERMS OR OTHERWISE, PROVIDED, IF SUCH A WARRANTY IS FOUND TO EXIST BY A COURT OF COMPETENT JURISDICTION, CHANNEL PARTNER AGREES TO PASS THROUGH SUCH WARRANTY TO END USERS. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY REGARDING THE PRODUCTS AND SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR WILL FULFILL ANY USER'S PARTICULAR PURPOSES OR NEEDS. TO THE EXTENT THAT PRIVORO CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. Channel Partner is and remains solely responsible for any claims, warranties, or representations made by Channel Partner, its agents, or any third parties, which differ from, or are in addition to, the warranty provided by Privoro to End Users in the packaging for Products, which warranty may be found at <https://privoro.com/legal>.

## 10. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITIES ARISING UNDER SECTION 4.7 (INDEMNITY) OR SECTION 8.4 (NON-DISCLOSURE), AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE, GOODWILL OR SAVINGS, CHARGE-BACKS, EQUIPMENT PURCHASED OR OTHERWISE ACQUIRED BY A PARTY IN ORDER TO EFFECTUATE THESE TERMS, OR DOWNTIME) RELATING IN ANY MANNER TO THESE TERMS, THE PRODUCTS OR SERVICES, OR ANY SERVICES PROVIDED HEREUNDER (WHETHER ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EITHER PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THESE TERMS, THE PRODUCTS AND SERVICES, AND ANY SERVICES PROVIDED BY PRIVORO HEREUNDER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE FEES PAID OR TO BE PAID BY CHANNEL PARTNER FOR PRODUCTS AND SERVICES UNDER THESE TERMS DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM ARISING. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, THE FOREGOING STATES THE ENTIRE LIABILITY OF PRIVORO AND CHANNEL PARTNER WITH REGARD TO THESE TERMS, THE PRODUCTS AND SERVICES, AND ANY SERVICES PROVIDED HEREUNDER. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION ARE A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN HEREUNDER, AND NEITHER PRIVORO NOR CHANNEL PARTNER WOULD ENTER INTO THESE TERMS ABSENT SUCH LIMITATIONS. ANY LIABILITY UNDER THESE TERMS IS CUMULATIVE AND NOT PER INCIDENT.

## 11. TERM AND TERMINATION

Either party may terminate these Terms, including without limitation our termination of your status as an authorized channel partner, at any time, with or without cause, upon 30 days' advance written notice to the other party. We may also terminate these Terms immediately for any breach of these Terms or as otherwise provided in these Terms. Upon termination of these Terms (a) any rights to use Trademarks will cease immediately and you must cease identifying yourself as authorized channel partner of Privoro; and (b) at written request of the Discloser, the Recipient must (i) return to the Discloser all of the Discloser's confidential information (including any copies thereof), or (ii) return or destroy all of the Discloser's confidential information and deliver written certification to the Discloser of such return



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or destruction, in each case at the election of the Discloser. The provisions of Section 8 (Ownership of Intellectual Property Rights and Non-Disclosure), Section 9 (Privoro Warranty/Warranty Disclaimers), Section 10 (Limitation of Liability), Section 12 (No Liability for Termination) and Section 15.1 (Export and Trade Compliance) will each survive any expiration or termination of these Terms.

## 12. NO LIABILITY FOR TERMINATION

Neither you nor Privoro will be liable to the other by reason of termination of these Terms. Notwithstanding the foregoing, termination of these Terms will not relieve either party from fulfilling its obligations, which by their terms or nature survive termination.

## 13. END USER LICENSE AGREEMENT

ALL SOFTWARE MADE AVAILABLE TO YOU, INCLUDING BUT NOT LIMITED TO THE SOFTWARE DOWNLOADED VIA OUR WEBSITE OR ANY OTHER PLATFORM OR PORTAL OF PRIVORO AND ANY SOFTWARE ACQUIRED THROUGH A DISTRIBUTOR, WHETHER EMBEDDED IN THE PRODUCTS OR OTHERWISE, IS SUBJECT TO THE PRIVORO END USER LICENSE AGREEMENT UNLESS THE SOFTWARE IS BRANDED BY A THIRD-PARTY AND A THIRD-PARTY LICENSE ACCOMPANIES THE SOFTWARE (EITHER IN HARDCOPY OR ELECTRONIC FORMAT). YOUR RIGHTS AND RESPONSIBILITIES WITH RESPECT TO ANY THIRD-PARTY BRANDED SOFTWARE WILL BE GOVERNED BY THE LICENSOR'S APPLICABLE SOFTWARE LICENSE. The Privoro End User License Agreement is hereby incorporated by reference herein and may be found at: <https://privoro.com/legal>.

## 14. CHANGES TO THESE TERMS

We may modify, amend, or supplement (each, a "Change" and collectively, the "Changes") these Terms at any time, and we'll notify you when we do. We may post notice of the Changes on our website, and we may notify you of the Changes by email or other methods available to us. Changes will not apply retroactively and will become effective immediately upon their publication or upon your notice of such Change. If you do not agree any Change or Changes, you should discontinue the exercise of any right under these Terms, and should terminate these Terms in accordance with Section 11. Your continued performance as under these Terms will mean that you accept and agree to any such amendments.

## 15. MISCELLANEOUS

### 15.1. Export and Trade Compliance

You acknowledge and agree that you must always comply with all applicable laws and regulations (including but not limited to those of the United States regardless of your location) that may restrict the export, re-export, or transshipment of certain commodities and technical information, including the Products, the Services and technical information relating thereto, in any medium. As applicable, you will obtain and maintain all approvals and licenses, including export and import licenses, permits and authorizations, from the appropriate governmental authorities as may be required to enable you to fulfill your obligations under these Terms and will comply with all applicable laws, rules, policies and procedures. You acknowledge and agree that, unless prior written authorization is obtained from Privoro, you will not export, reexport, or transship, directly or indirectly, any Products, Services or technical information relating thereto, in any medium, that would be in contravention to any applicable laws and regulations of the United States, or other applicable jurisdiction, then in effect. You must indemnify and hold harmless Privoro for your violation or alleged violation of such laws and regulations.

### 15.2. Record Keeping

You agree to maintain a record of sales, imports, exports and re-export of Products, technology, and Services in accordance with your records retention programs in the appropriate geographies but at least for five years.

### 15.3. General

The parties agree (a) these Terms are governed by the laws of the state of Arizona (excluding its conflict of law principles); (b) the state and federal courts located in Maricopa County, Arizona have exclusive jurisdiction and venue over any dispute hereunder; (c) no party's delay or failure to exercise a right or remedy will result in a waiver of such right or remedy; (d) money damages may not be sufficient compensation for a breach hereof; (e) the other may seek court orders and other equitable remedies to stop confidential information from becoming public in breach of these Terms, without any obligation to post bond; (f) the prevailing party in any dispute relating hereto is entitled to recover reasonable attorneys' fees and costs; (g) these Terms may not be assigned or transferred by you without our written consent, and any such attempt will be null and void; (h) the invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision of these Terms; and (i) no party grants any implied intellectual property licenses to confidential information hereunder.



# Indirect Channel Partner Program Terms

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## 15.4. Electronic Notice

You consent to receive notices, including agreements, disclosures, and other communications, electronically from Privoro at the email address you provided us in writing. You agree that these electronic notices satisfy any legal requirements that such communications be in writing.

## 15.5. Entire Agreement

These Terms, any exhibits to these Terms, and any agreement incorporated by reference into these Terms, constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersedes, and its terms govern, all prior and all contemporaneous proposals, negotiations, commitments, understandings, agreements or other communications between the parties, oral or written, regarding such subject matter. Any prior agreements between you and Privoro covering the subject matter of these Terms are hereby terminated. You acknowledge and agree that the terms and conditions contained in these Terms (including those terms and conditions expressly incorporated into these Terms by reference) will supersede and prevail over any other terms or conditions contained in or referred to elsewhere (whether in a purchase order or otherwise) or implied by trade, custom, or course of dealing, and (b) any purported terms or conditions to the contrary are hereby excluded to the fullest extent legally permitted.

## 15.6. Acceptance of Terms

By clicking "I ACCEPT" upon submission of a Channel Partner Application or by signing a physical copy of these Terms, including name, title and address of signor, and forwarding it to the appropriate Privoro office, you, as the applicant, and when applicable, the "Channel Partner", agree to be bound to the terms and conditions contained in these Terms. If you wish to submit a physical copy of the signed Agreement, please submit ALL pages to [legal@privoro.com](mailto:legal@privoro.com).



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