

Privoro Indirect Channel Agreement

REVISION DATE: July 1, 2018

THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT (“AGREEMENT”) SHALL APPLY TO CHANNEL PARTNER’S PARTICIPATION IN THE PRIVORO CHANNEL PARTNER PROGRAM. PRIVORO LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, “PRIVORO”), HAS THE SOLE DISCRETION TO ACCEPT ANY PENDING CHANNEL PARTNER APPLICATION (DEFINED BELOW), AND APPLICANTS (DEFINED BELOW) WILL BE NOTIFIED IN WRITING OF PARTICIPATION IN THE CHANNEL PARTNER PROGRAM FOLLOWING, IF APPLICABLE, ACCEPTANCE BY PRIVORO. YOU ARE HEREBY NOTIFIED THAT YOU ARE ENTERING INTO A BINDING, LEGAL CONTRACT WITH PRIVORO, AND THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL GOVERN YOUR RELATIONSHIP WITH PRIVORO UNTIL SUCH TIME AS PRIVORO MAY IN ITS SOLE DISCRETION CHANGE OR TERMINATE THIS AGREEMENT AND/OR THE RELATIONSHIP. BY CLICKING BELOW, YOU (AS THE APPLICANT UNDER A CHANNEL PARTNER APPLICATION) (THE “APPLICANT”) SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND ITS TERMS HEREIN. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. PLEASE PRINT THIS AGREEMENT FOR YOUR RECORDS AND SAVE A COPY ELECTRONICALLY.

The Agreement is comprised of these Terms and Conditions:

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

- 1.1 **“Authorized Territory”** means [any jurisdiction in which the Channel Partner has been formed, organized, or incorporated or is otherwise qualified to do business] or [the territory identified in the Channel Partner Application]. Additional territorial extensions may be authorized by Privoro pursuant to a separate writing.
- 1.2 **“Distributor”** means a distributor authorized and certified by Privoro to resell Products and Services in the Authorized Territory.
- 1.3 **“End User”** means a purchaser of the Products or Services who acquires such Products or Services for ordinary business usage and not for purposes of further distribution or resale.
- 1.4 **“Intellectual Property Rights”** mean any and all current and future intellectual property rights comprising or relating to: (i) 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; (ii) patents, patent rights, rights of priority, and design rights; (iii) trade secret rights, (iv) trademark rights (including service mark rights) and trade dress rights; (v) all other intellectual and industrial property rights of every kind and nature which may exist anywhere in the world, whether registered or unregistered; and (vi) any and all applications and registrations, renewals, extensions, provisionals, continuations, continuations-in-part, divisions, reissues or reexaminations of any of the foregoing.
- 1.5 **“Price List”** means Privoro’s price list, delivered to Channel Partner upon request, in effect at the time of order acceptance by Privoro, which price list is subject to Privoro’s Minimum Advertised Price (“MAP”) policy and any subsequent revision or modification by Privoro from time to time in Privoro’s sole discretion.
- 1.6 **“Products”** mean those products of Privoro as identified in the Price List from time to time, any of which may include (i) hardware products with embedded Software, (ii) Software Products in executable form, (iii) End User documentation, and (iv) other materials related to the foregoing, if any, supplied to Channel Partner.
- 1.7 **“Channel Partner”** means the Applicant under a Channel Partner Application approved in writing by Privoro and each other Person appointed by Privoro as an authorized channel partner of the Products and Services, the appointment of which such Person accepts, on terms and conditions substantially similar to the terms and conditions of this Agreement.
- 1.8 **“Channel Partner Application”** means the application under which the Applicant applies to become a Channel Partner under the terms and conditions of this Agreement.
- 1.9 **“Channel Partner Program Guide”** means the then-current applicable Channel Partner Program Guide for the Authorized Territory published by Privoro, which sets forth the requirements for Channel Partners to participate in Privoro’s channel programs. Privoro may change the applicable Channel Partner



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Program Guide at any time with thirty (30) days' prior notice to Channel Partner by email, notification on Privoro's website, or any other method permitted under this Agreement or under the Channel Partner Program Guide.

- 1.10. **"Person"** means any corporation, partnership, limited liability company, joint venture, or other legally recognized entity and organization.
- 1.11 **"Services"** mean the services as may be provided by Privoro to End Users from time to time.
- 1.12 **"Software"** or **"Software Products"** mean Privoro software products in executable code form which are either sold separately or embedded into Privoro hardware Products, the use of which is subject to the terms and conditions set forth in Privoro's then-current software license terms.
- 1.13 **"Support Plan"** means the then current Privoro support and maintenance plan for a Product.
- 1.14 **"Trademarks"** mean those trademarks owned by Privoro, whether or not such trademarks are registered.

2. APPOINTMENT

Subject to the terms and conditions set forth herein, Privoro appoints Channel Partner as a nonexclusive, authorized Channel Partner of the Products and Services in the Authorized Territory and Channel Partner hereby accepts such appointment. Future Products or Services are deemed added to this Agreement at such time as they are added to the Price List, unless otherwise published by Privoro. Privoro has the right to discontinue the distribution or availability of any Product or Service at any time upon thirty (30) days' prior notice to Channel Partner by email, notification on Privoro's website, or any other method permitted under this Agreement. Privoro reserves the right to distribute, resell and service the Products and Services in the Authorized Territory directly and indirectly through other Channel Partners or other distribution and service channels. Privoro and Channel Partner agree Privoro shall not be liable to Channel Partner by reason of Privoro's exercise of its rights described in this Section 2 or in any other provision of this Agreement.

3. RIGHTS AND RESTRICTIONS

3.1 Distribution of the Products and Services

Privoro grants to Channel Partner the non-exclusive, non-transferable license to purchase the Products and Services from Distributors and to resell such Products and Services to End Users, and no other Persons, located in the Authorized Territory. Channel Partner will distribute the Products solely in the form obtained from Privoro.

Any additional or modified rights to distribute and resell products beyond the grant language above shall be subject to a separate written agreement between the parties.

3.2 Demonstration and Not for Resale Products

Privoro may provide to Channel Partner, at a price to be determined by Privoro, certain Products that may be used by Channel Partner solely to demonstrate the use of the Products to potential End Users, and for no other purpose (collectively, the "Demonstration Products"). Under no circumstances shall Demonstration Products be resold.

3.3 Channel Partner Prohibitions

Channel Partner shall not (in any circumstances): (i) purchase Products from any Person or individual, other than a Distributor; (ii) sell or ship Products to any party outside of the Authorized Territory; (iii) sell Products to any Person or individual that Channel Partner knows, or reasonably should know, intends to resell the Products; (iv) sell, assign, pledge, sublicense, lease, deliver, or otherwise transfer any rights or obligations under this Agreement to any third party without the express written consent of Privoro; (v) sell Products over the Internet (e.g. sales via eBay, Amazon Marketplace, Facebook, online marketplaces or white label websites) except via Channel Partner's independent company website; (vi) Channel Partner may only sell Products in their original packaging; and (vii) Channel Partner may not repair or otherwise alter Products or their respective packages or containers.

3.4 Pricing to End Customers

Channel Partner agrees, at all times, to adhere to Privoro's Minimum Advertised Price ("MAP") policy, available to Channel Partner upon written request. Privoro may, at any time, in its sole discretion, modify the MAP policy pertaining to any Products or Services. Channel Partner agrees to adhere to Privoro's MAP in all circumstances. Privoro, in its sole discretion, reserves the right to discontinue doing business with any Channel Partner that violates the MAP policy.

3.5 Restrictions on Copying and Reverse Engineering

As a material consideration for this Agreement, Channel Partner shall not, and shall not permit any third party, to translate, disassemble, decompile, reverse engineer the Products, including the Software Products, in whole or in part, or to determine any source code, algorithms, methods or techniques embodied in such Software, in each case except to the extent such prohibition is restricted by applicable law. Channel Partner will not copy, modify, create derivative works, rent, lease, loan or use for timesharing or service bureau purposes, any Products, including Software Products, in whole or in part without the prior written approval of Privoro, which



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approval may be withheld in Privoro's sole discretion.

3.6 No Removal of Markings

Channel Partner agrees 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.

3.7 Channel Partner Program Guide

Channel Partner's participation in Privoro marketing or sales programs is subject to the terms set forth in the applicable Channel Partner Program Guide, available to Channel Partner upon written request. Channel Partner's initial participation level in Privoro's program for Channel Partners is as an 'Authorized Partner' (as defined in the Channel Partner Program Guide), except and unless as separately communicated in writing from Privoro. Different rights and obligations may apply to Channel Partner depending upon the territorial region and corresponding channel partner levels. In order for Channel Partner to be eligible for the rights as identified therein, Channel Partner agrees to comply with the terms and conditions contained in the applicable Channel Partner Program Guide. Privoro reserves the right, in its sole discretion, to determine the appropriate level of participation for each applicant under a pending Channel Partner Application. Channel Partner is advised that Privoro determines policies, procedures, and rules of engagement from time to time that are applicable to each level of participation. Privoro reserves the right to change Channel Partner's program participation level upon thirty (30) days' prior written notice (by email or any other method permitted under this Agreement) if Channel Partner fails to meet the requirements set forth in the Channel Partner Program Guide for the applicable Channel Partner program participation level.

3.8 Conduct of Business

Channel Partner shall: (i) conduct business in a manner that reflects favorably at all times on the Products and Services and the good name, goodwill, and reputation of Privoro; (ii) avoid deceptive, misleading, or unethical practices detrimental to Privoro, Products, Services or the public, including, but not limited to, disparagement of Privoro or its Products or Services; or (iii) not make any false or misleading representation with respect to Privoro or its Products or Services.

3.9 Indemnity

Each party to this Agreement (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party to this Agreement 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 this Agreement.

4. CHANNEL PARTNER ORDERS

Channel Partner will submit purchase orders to a Distributor to purchase Products and Services. Orders must be sent by Channel Partner to Distributor with such prices, discounts, and payment terms as agreed solely by Channel Partner and the applicable Distributor.

5. TRADEMARKS

5.1 Trademark License Grant

Privoro grants to Channel Partner a non-exclusive, non-transferable, non-sublicensable, limited license to use the Trademarks solely in connection with Channel Partner's 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 Channel Partner from time to time. Channel Partner will promptly discontinue the display or use of any Trademark or change the manner in which a Trademark is displayed or used with regard to the Products and Services when requested by Privoro. Channel Partner expressly acknowledges and agrees that it 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. Channel Partner will not add or affix to any Product or its packaging any mark or designation that has not been approved by Privoro in writing. Channel Partner may not in any way combine any Trademark with any other mark or designation without prior written approval of Privoro. Channel Partner agrees not to affix any Trademark to any product other than the Product to which it pertains. Channel Partner understands and agrees that (i) Channel Partner will not have or acquire any right in or to any Trademark, (ii) all use by Channel Partner of any Trademark hereunder, and goodwill associated therewith, will inure to the exclusive benefit of Privoro, (iii) Privoro owns the exclusive right, title, and interest in, to, and under the Trademarks, and (iv) Channel Partner 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.



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5.2 Trademark Notice

Channel Partner shall ensure that all Products sold by Channel Partner 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 Privoro's instructions as set out in the Channel Partner Program Guide.

6. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND NON-DISCLOSURE

6.1 Intellectual Property Rights

Channel Partner acknowledges that: (a) the Products are proprietary to Privoro; (b) Privoro retains exclusive ownership of all Intellectual Property Rights in, to, and under the Products, including in, to, and under any Software Products and Trademarks; and (c) if Channel Partner acquires any Intellectual Property Rights in or relating to any product (including any Product or Software Product) purchased under this Agreement (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. Channel Partner will take all reasonable measures to protect Privoro's Intellectual Property Rights in, to, and under any Product. Other than the express license granted by this Agreement, Privoro grants no right or license to Channel Partner, by implication, estoppel, or otherwise, to the Products and Software Products or any Intellectual Property Rights of Privoro.

6.2 Prohibited Acts. Channel Partner shall 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 Supplier's 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 this Agreement (including Products and Services) or any Privoro Trademark;

- (g) misappropriate any of Privoro's Trademarks for use as a domain name without 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 this Agreement (including Products), marketing materials, or other materials that Privoro may provide.

6.3 Non-Disclosure

Each party may be exposed to certain confidential information of the other party (the "disclosing party") including but not limited to information concerning the business, technology, and customers of the party, or that of its affiliates, customers, or vendors, which the party knows or should know is the disclosing party's confidential and proprietary information (herein "Confidential Information"). Each party agrees that while this Agreement is in effect and for a period of three (3) years thereafter, it will not: (i) use the disclosing party's Confidential Information for any purpose other than to perform under this Agreement; or (ii) disclose to any third party any Confidential Information without the prior written consent of the disclosing party. The party receiving such Confidential Information (the "receiving party") agrees to (a) take reasonable steps to protect the disclosing party's confidential information, which steps must be at least as protective as those the receiving party takes to protect the receiving party's confidential information, (b) notify the disclosing party promptly upon discovery of any unauthorized use or disclosure of disclosing party's confidential information, and (c) cooperate with the disclosing party to help regain control, and prevent further unauthorized use or disclosure, of the disclosing party's confidential information. Any remedial action taken by the receiving party will not relieve the receiving party from its obligations or liabilities for a breach of this agreement. 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 this Agreement; 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. This Section will not apply to Confidential Information after such information is made public by the disclosing party. Except as set forth herein or in a separate non-disclosure agreement between Privoro and Channel Partner, neither Privoro nor Channel Partner has any obligation of



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confidentiality to the other. If any Confidential Information is required to be disclosed by the party receiving such Confidential Information (the “receiving party”) as a matter of law or by order of a court or other legal process, such party will promptly notify the other party 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 this Agreement 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 this Agreement; (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 this Agreement is not confidential.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT TO THE EXTENT PROHIBITED BY LAW: (A) PRIVORO SHALL NOT BE LIABLE TO CHANNEL PARTNER, ANY CHANNEL PARTNER CUSTOMER, OR ANY THIRD PARTY 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 CHANNEL PARTNER OR ITS CUSTOMERS IN ORDER TO EFFECTUATE THIS AGREEMENT, DOWNTIME, OR DAMAGE TO, LOSS OF OR REPLACEMENT OF DATA OR TRANSACTIONS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES) RELATING IN ANY MANNER TO THIS AGREEMENT, THE PRODUCTS OR SERVICES, OR ANY SERVICES PROVIDED HEREUNDER (WHETHER ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT OR OTHERWISE), EVEN IF PRIVORO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) PRIVORO’S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, 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), SHALL NOT EXCEED (1) IF CHANNEL PARTNER IS BILLING THE END USER, THE AGGREGATE FEES PAID BY CHANNEL PARTNER TO PRIVORO UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE CLAIM ARISING, AND (2) IF PRIVORO IS BILLING THE END USER, THE NET FEES RETAINED BY

PRIVORO FOR THE PRODUCTS AND SERVICES UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE CLAIM ARISING; AND (C) PRIVORO SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE PRODUCTS OR SERVICES OR SERVICES PROVIDED HEREUNDER. THE LIMITATIONS ON PRIVORO’S LIABILITY SET FORTH IN CLAUSES “(B)” AND “(C)” OF THIS SECTION SHALL NOT APPLY TO LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY PRIVORO’S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE FOREGOING STATES THE ENTIRE LIABILITY OF PRIVORO WITH REGARD TO THIS AGREEMENT, 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 PRIVORO’S BARGAIN HEREUNDER, AND PRIVORO WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS. ANY LIABILITY UNDER THIS AGREEMENT IS CUMULATIVE AND NOT PER INCIDENT.

8. TERM AND TERMINATION

Either party may terminate this Agreement, including without limitation Channel Partner’s authorized status at any time, with or without cause, upon 30 days’ advance written notice to the other party. Privoro may terminate this Agreement immediately for any breach of this Agreement or as otherwise provided in this Agreement. Upon termination of this Agreement (a) any rights to use Trademarks shall cease immediately and Channel Partner shall cease identifying itself as authorized channel partner for Privoro Products; (b) at written request of the disclosing party, the receiving party must (i) return to the disclosing party all of the disclosing party’s confidential information (including any copies thereof), or (ii) destroy all of the disclosing party’s confidential information and deliver written certification to the disclosing party of such destruction, in each case at the election of the disclosing party.

9. NO LIABILITY FOR TERMINATION

Neither Privoro nor Channel Partner shall be liable to the other by reason of termination of this Agreement.

10. PRIVORO WARRANTY/WARRANTY DISCLAIMERS

10.1 ALL PRIVORO PRODUCT AND SERVICE WARRANTIES ARE MADE SOLELY TO THE END USER AND NOT TO THE CHANNEL PARTNER (“END USER



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WARRANTY"). CHANNEL PARTNER WILL NOT, AND WILL TAKE MEASURES NECESSARY TO ENSURE THAT CHANNEL PARTNER'S EMPLOYEES DO NOT, MAKE OR PASS THROUGH ANY WARRANTY ON BEHALF OF PRIVORO OR ITS SUPPLIERS OR ANY OF THEIR AFFILIATES OR OTHER THIRD PARTY. EXCEPT AS EXPRESSLY PROVIDED IN THE END USER WARRANTY, PRIVORO AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY REGARDING THE PRIVORO PRODUCTS AND SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE PRIVORO 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.

10.2 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 Privoro products, which warranty may be found at <https://privoro.com/warranty>.

11. END USER LICENSE AGREEMENT

ALL SOFTWARE MADE AVAILABLE TO CHANNEL PARTNERS, INCLUDING BUT NOT LIMITED TO THE SOFTWARE DOWNLOADED VIA PRIVORO.COM 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). CHANNEL PARTNER'S RIGHTS AND RESPONSIBILITIES WITH RESPECT TO ANY THIRD-PARTY BRANDED SOFTWARE SHALL BE GOVERNED BY THE LICENSOR'S APPLICABLE SOFTWARE LICENSE. The Privoro End User License Agreement may be found at: <https://privoro.com/eula>.

12. GENERAL TERM AND CONDITIONS

Information made available to Channel Partner through Privoro.com is made available subject to the terms contained in the Privoro.com Terms and Conditions and

any additional terms as Privoro may notify Channel Partner of through Privoro.com. Information provided through Privoro.com may be used only in connection with Channel Partners promotion and Resale of Products and Services.

13. MISCELLANEOUS

13.1 Export and Trade Compliance.

Channel Partner acknowledges that it must comply with all applicable laws and regulations (including but not limited to those of the United States regardless of Channel Partner 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, Channel Partner 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 Channel Partner to fulfill its obligations under this Agreement and shall comply with all applicable laws, rules, policies and procedures. Channel Partner acknowledges that, unless prior written authorization is obtained from the relevant authorities, it will not export, re-export, 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. Channel Partner shall indemnify and hold harmless Privoro for any violation or alleged violation by Channel Partner of such laws or regulations. Channel Partner's obligations pursuant to this Section shall survive and continue after any termination of rights under this Agreement.

13.2. General.

The parties agree (a) this agreement is 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 this agreement, 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) this agreement may not be assigned or transferred without the other party's written consent, and any such attempt will be null and void; (h) the invalidity or unenforceability of any provision of this Agreement



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will not affect the validity or enforceability of any other provision of this agreement; (i) no party grants any implied intellectual property licenses to confidential information hereunder; (j) this agreement contains the entire agreement between us regarding confidential information; (k) no amendment to this agreement is valid unless signed by both parties; and (l) this agreement may be executed in counterparts, all of which when taken together constitute one and the same agreement.

13.2 Entire Agreement.

This Agreement constitutes 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 Privoro and Channel Partner covering the subject matter of this Agreement are hereby terminated.

13.3 Acceptance of Terms.

By clicking "I ACCEPT" below or by signing a physical copy of this Agreement, including name, title and address of signor, and forwarding it to the appropriate Privoro office, Channel Partner agrees to be bound to the terms and conditions contained in this Agreement. For Partners who wish to submit a physical copy of the signed Agreement, please submit ALL pages to legal@privoro.com.

