

The background of the slide is a dark, semi-transparent image of industrial machinery. It features two large, complex mechanical units, possibly pumps or compressors, mounted on a metal frame. These units are connected by a network of pipes, hoses, and electrical conduits. The overall scene is industrial and technical, with a focus on mechanical components and piping.

Partner contract

PLEASE READ THIS MASTER PARTNER AGREEMENT CAREFULLY. BY EXECUTING AN ORDER FORM INCORPORATING THIS AGREEMENT, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF AND AGREEING TO BE BOUND BY THIS AGREEMENT.

Humai Technologies GmbH. ("Humai") and the partner ("Partner") set forth on the order form ("Order Form") submitted by Partner (each a "Party" and collectively the "Parties") enter into this MASTER PARTNER AGREEMENT, including all Order Forms and exhibits incorporated herein by reference between the parties, ("Agreement") for the Term.

In consideration of the obligations, covenants, and agreements set forth below and other valuable consideration the sufficiency of which is hereby acknowledged, the Parties have entered into this Agreement effective as of the last date of signature in the initial Order Form signed by Partner hereunder ("Effective Date"). The Qualified Opportunity Form available at [Humai.tech/partner](https://www.humai.tech/partner) and the Tiers and Categories Schedule, available at www.humai.tech/partner/gc (collectively, the „Additional Documentation"), are incorporated into this Agreement by reference and together herewith constitutes the entire understanding of the Parties with respect to the subject matter hereof.

DEFINITIONS

1.1. "Commission" shall mean the percent of the Net MRR on a Qualified Contract as specified in the Tiers and Categories Schedule, as determined by Partner's Tier thereunder as of the date of final execution of the applicable Qualified Contract.

1.2. "Confidential Information" shall mean certain non-public information of the Disclosing Party or of third parties that is designated as confidential or proprietary and that derives independent value from not being generally known to the public.

1.3. "Humai Materials" shall mean business partner logos, marketing materials, technical materials regarding the Subscription, training materials, Humai customer and prospect lists and customer and prospect contact information, and other information of Humai or of third parties including Confidential Information.

1.4. "Net MRR" shall mean the gross cumulative recurring revenue contracted from the sale of the Offerings to a Qualified Opportunity for the first year of the initial subscription period of a Qualified Contract as set forth on the initial order form with such Qualified Opportunity, but excluding any amounts received for professional services, third party software or services, and/or taxes.

1.5. "Offerings" shall mean (as the case may be):

1.5.1.1. Humai Offering – any and all services and products offered by Humai for sale, lease, rent, and/or hire to the public; or

1.5.1.2. Partner Offering – any and all services and products offered by Partner for sale, lease, rent, and/or hire to the public.

1.6. "Partner Materials" shall mean business partner logos, marketing materials, technical materials, training materials, and other information of Partner or of third parties including Confidential Information.

1.7. "Qualified Contract" means any written agreement between Selling Party and a Qualified Opportunity that: (i) relates to the subject matter of the Qualified Opportunity Form in which the Qualified Opportunity is named; and (ii) is duly executed by Selling Party and the Qualified Opportunity within twelve (12) months after the date that Selling Party has approved the Qualified Opportunity, as set forth in Section 2.3(ii) (Qualifications).

1.8. "Qualified Opportunity" means a prospective subscriber of Selling Party submitted to Selling Party through a Qualified Opportunity Form whereby all of the following criteria have been met: (i) there is an identified need or requirement of the prospective subscriber (a "Need") that Selling Party has the ability to meet; (ii) the prospective subscriber has an executive sponsor for a project aimed at meeting the Need; and (iii) one or more conversations have taken place between Referring Party and the prospective subscriber regarding the Need.

1.9. "Qualified Opportunity Form" means a submission entered by Partner at Humai.tech. Humai may update the URL by which the Qualified Opportunity Form may be submitted and the format and content required therein by providing Partner reasonable notification of such update.

1.10. "Referring Party" shall mean Partner.

1.11. "Selling Party" shall mean Humai.

1.12. "Subscription" shall mean the Humai application, updates, and services, and any associated intellectual property rights.

1.13. "Term" shall mean one (1) year from the July 1 immediately following the Effective Date and an automatic renewal of an additional one (1) year at the end of each applicable one (1) year period, unless either party provides written notification to the other of their intent not to renew the Agreement thirty (30) days in advance of the completion of the applicable one (1) year period or the Agreement is otherwise terminated as provided herein or renewed by mutual agreement of the Parties.

1.14. "Territory" shall mean the world.

REFERRAL RELATIONSHIPS

2.1 Obligation. During the Term, Referring Party may market and promote Selling Party's Offerings to potential subscribers, in the Territory, consistent with the terms hereof.

2.2 Restrictions. At no time shall Referring Party: (i) make any false or misleading representations with respect to Selling Party and/or its products or services; (ii) make any representations with respect to Selling Party and/or its Offerings that are inconsistent with documentation supplied by Referring Party; or (iii) make any other representation to a Qualified Opportunity or other party that would give rise, or could reasonably be expected to give rise, to any claim or cause of action against Selling Party.

2.3 Qualifications. Referring Party shall be eligible to receive a Commission from Selling Party when all of the following requirements are met: (i) Referring Party completes a Qualified Opportunity Form regarding a prospective subscriber and submits it to Selling Party; (ii) Selling Party approves or accepts in writing the prospective subscriber as a Qualified Opportunity; (iii) Referring Party introduces Selling Party to the appropriate contact at the Qualified Opportunity; and (iv) Referring Party cooperates actively with Selling Party as needed and the Qualified Opportunity in subsequent meetings and discussions regarding the purchase.

2.4 Restrictions. Selling Party will not pursue a Qualified Opportunity for six (6) months after rejecting such Qualified Opportunity, unless the reason for the rejection is that Selling Party has already identified the Qualified Opportunity either directly or through another referral or reseller partner.

2.5 Grant of Rights. Referring Party is not granted any right under this Agreement or

otherwise to view, inspect, possess, or know the contents of any Qualified Contract other than the amounts of fees to be charged under the Qualified Contract that relate to Referring Party's Commission under this Agreement.

2.6 Reservation of Rights. Selling Party reserves the right to reject a Qualified Opportunity Form in its sole discretion, and may be given for any reason or no reason at all.

INTELLECTUAL PROPERTY

3.1 Confidential Information. Each Party acknowledges that during the performance of this Agreement it will have access to Confidential Information. Receiving Party agrees to maintain, and shall cause its users, employees, agents and subcontractors (as applicable) to maintain the confidentiality of the Confidential Information. Receiving Party shall take commercially reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to protect Confidential Information. Confidential Information shall not include: (i) information previously known to or independently developed by the receiving Party without reference to Confidential Information, (ii) information which is or becomes publicly known through no act or omission of the receiving Party, or (iii) information received from a third party under no confidentiality obligation with respect to the Confidential Information.

3.2 Humai Materials. Subject to the terms and conditions contained in the Agreement, during the Term, Humai hereby grants to Partner, and Partner hereby accepts, a personal, non-exclusive, non-transferable right and license to use the Humai Materials solely to perform its obligations under the Agreement. Partner acknowledges that Humai or its licensors own all rights, title, and interest to Humai Materials. Partner acknowledges that this Agreement does not convey to Partner any right, license, title, or interest in or to the Subscription.

3.3 Partner Materials. Subject to the terms and conditions contained in the Agreement, during the Term, Partner hereby grants to Humai, and Humai hereby accepts, a personal, non-exclusive, non-transferable right and license to use the Partner Materials solely to perform its obligations under the Agreement. Humai acknowledges that Partner or its licensors own all rights, title, and interest to Partner Materials. Humai acknowledges that this Agreement does not convey to Humai any right, license, title, or interest in or to the Partner Offerings.

3.4 Limited Use & Non-Disclosure. Receiving Party shall use the Confidential Information solely in connection with this Agreement. Receiving Party shall not disclose, directly or indirectly, any Confidential Information to third parties except to Receiving Party's and its affiliates' officers, directors, employees, consultants, and agents on a need-to-know basis, provided such parties have executed appropriate written agreements sufficient to enable it to comply with all the provisions of this Agreement. Receiving Party may also disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

3.5 Restrictions. Any rights not expressly granted by Humai are reserved by Humai, and all implied licenses are disclaimed. Partner shall not exceed the scope of the licenses granted. Partner shall not reverse engineer, decompile, translate, adapt or disassemble, or in any way attempt to reconstruct or discover any source code of any Humai Materials by any means whatsoever. Partner shall not remove any proprietary trademark

or copyright markings incorporated in, marked on or affixed to any Humai Materials by Humai or its licensors. Partner agrees to notify Humai immediately of any unauthorized use of any Humai Materials it becomes aware of.

PAYMENT TERMS

4.1 Commission. Provided that Referring Party has fully complied with Section 2.3. (Qualifications) above, Selling Party agrees to pay Referring Party the Commission for a Qualified Contract contracted by Selling Party. In the event of expiration or termination of this Agreement, Selling Party shall only be responsible for Commissions on Net ARR from Qualified Contracts contracted by Selling Party within six (6) months following the expiration or termination of this Agreement. Humai will further provide such additional benefits as outlined in, and subject to the requirements provided in, the Tiers and Categories Schedules during the Term; provided however, the Parties agree and acknowledge that such additional benefits (for clarity other than the Commission) are provided at Humai's sole election as additional incentive under the terms hereof and may be discontinued, changed, or provided subject to additional restrictions at any time and without prior notice at Humai's sole election.

4.2 Payment. Selling Party shall pay the Commission for all applicable Qualified Contracts within thirty (30) days of the end of each calendar quarter following receipt of each applicable Net ARR payment from a Qualified Contract. Referring Party shall pay for any and all federal, state, local or foreign sales, use, excise, or similar taxes applicable to the Commission, if applicable.

WARRANTIES & COVENANTS

5.1 Compliance With Laws. Each Party represents and warrants that its performance will not be in violation of any applicable law, rule, regulation, or obligation to third parties.

5.2 Performance. Each Party warrants that its performance under this Agreement will be provided through the use of reasonable care and in a professional and workmanlike manner.

INDEMNIFICATION & LIMITS OF LIABILITY

6.1 Partner Indemnification. Partner agrees to defend, indemnify and hold harmless Humai, its affiliates, and their respective licensors, directors, officers, employees, and agents from and against any and all losses, liabilities, damages and claims incurred or asserted by any third party arising out of (i) the gross negligence or intentional misconduct of Partner, or its affiliates, employees and agents; and/or (ii) use of Humai's Materials by Partner, or its affiliates (including their employees and agents) not in accordance with this Agreement.

6.2 Humai Indemnification. Humai agrees to defend, indemnify and hold harmless Partner, its affiliates, and their respective licensors, directors, officers, employees, and agents from and against any and all losses incurred or asserted by any third party arising out of (i) the gross negligence or intentional misconduct of Humai, or its affiliates, employees and agents; and/or (ii) use of Partner's Materials by Humai, or its affiliates (including their employees and agents) not in accordance with this Agreement.

6.3 Limitation of Liability. NEITHER PARTY, THEIR AFFILIATES AND THEIR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR LOST DATA) OR FOR ANY LOSSES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) OTHER THAN DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL NOT APPLY TO LIMIT DAMAGES AS A RESULT OF (i) EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER ARTICLE 3 (INTELLECTUAL PROPERTY) OR (ii) EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTIONS 6.1 AND 6.2 (PARTNER INDEMNIFICATION AND HUMAI INDEMNIFICATION).

TERMINATION

7.1 Termination Without Cause. Either Party may terminate this Agreement without cause and for its convenience upon thirty (30) days written notice to the other Party.

7.2 Effect of Termination. Upon expiration or termination of this Agreement for any reason, each Party shall immediately return to the other Party or destroy (at the other Party's option) any property belonging to the other Party that is in its possession or control (including Confidential Information), and all rights granted to either Party hereunder immediately shall cease to exist. Further, both Parties agree to promptly refrain thereafter from using any Materials of the other Party and take all appropriate steps to remove and cancel its listing in websites, directories, public records or elsewhere, which state or indicate that it is an authorized partner of the other Party.

7.3 Post-Termination Rights; Waiver of Damages. To the maximum extent permissible under law, each Party hereby waives all claims for termination compensation or any damages related to or arising as a consequence of the termination or expiration of this Agreement to which it may have a right under the law of any jurisdiction.

7.4 Survival of Provisions. The Parties acknowledge and agree that Article 3 (Intellectual Property), Article 4 (Payment Terms), Section 6.3 (Limitation of Liability), Article 7 (Termination), and Article 8 (General) shall survive termination of this Agreement.

GENERAL

8.1 Equitable Relief. Each Party acknowledges and agrees that if it breaches the provisions of Article 3 (Intellectual Property) damages to the other Party would be difficult if not impossible to ascertain. As a result of the immediate and irreparable damage and loss that may be caused to the other Party for which it would have no adequate remedy, in addition to and without limiting any other remedy or right it may have, the other Party shall be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction enjoining any such breach. Except as otherwise provided, all rights and remedies contained in this Agreement or provided by law shall be cumulative and no one of them shall be exclusive of any other.

8.2 Assignment. Neither Party may assign or transfer this Agreement (or any right herein) without the prior written consent of Humai provided that a Party may assign this Agreement to an affiliate or successor in interest by merger, acquisition or reorganization. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

8.3 Governing Law & Venue. This Agreement and all matters connected with the performance thereof – including its validity – are construed, interpreted, applied and governed in all respects solely in accordance with the laws of Austria without giving effect to the principles of conflict of laws of any jurisdiction. The stipulations of international conventions regarding the sale of goods are not applicable. The Parties agree and consent irrevocable to the exclusive jurisdiction of the District Courts of Vienna.

8.4 Additional Documentation. Humai may update any Additional Documentation incorporated by reference herein from time to time, provided Humai shall provide Partner with commercially reasonable notice (which for purposes of this Section 8.4 may include notice by email) regarding any change that creates an obligation upon Partner or constitutes a material degradation to such Additional Documentation. No such change will be effective as to Partner until thirty (30) days following such notice. If within thirty (30) days of Partner's receipt of notice thereof, Partner provides Humai with written notice of any objection to any such update, such update will not be effective until Partner and Humai have reached an agreement with respect to such update. In the event an agreement is not reached within sixty (60) days from Partner's objection to such notice regarding the update, such update will not go into effect with respect to Partner, and Humai may terminate this Agreement for convenience upon thirty (30) days written notice to Partner.

8.5 Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which will together constitute the same Agreement. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. Each Party agrees that any terms or conditions in a purchase order or other document issued by such Party to the other Party regarding or in connection with this Agreement are void and of no force and effect. The headings in this Agreement are solely for convenience and in the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted in English without regard to any translations, and as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

8.6 Entire Agreement; Waiver; Amendments This Agreement supersedes in full all prior discussions and agreements (oral or written) between the parties relating to the subject matter herein, and constitutes the entire agreement between the parties relating thereto, and may be modified or supplemented only by a written document signed by an authorized representative of each party. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party does not constitute a waiver of such right or remedy with respect to any other breach or failure by the other party.

8.7 Relationship of Parties. Both Parties agree that they are independent entities. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Each Party is responsible for the supervision, management and direction of its own employees. Each Party is responsible for the payment of compensation to its employees and for any injury to them occurring in the course of their employment and neither Party shall be responsible for the supervision, management and direction of the employees of the other Party.

8.8 Judicial Modifications. THE PARTIES INTEND THAT THIS AGREEMENT IS VALID AND SHALL BE ENFORCED AS WRITTEN. The provisions of this Agreement are severable and the unenforceability of any provision of this Agreement shall not affect the enforceability of this Agreement or any other provision hereof. In addition, in the event that any provision of this Agreement (or portion thereof) is determined by a court to be unenforceable as drafted, the Parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

8.9 Notices. All notices, requests and demands, other than invoices and routine communications under this Agreement, shall be in writing and shall be deemed to have been duly given when delivered, or when transmitted by confirmed facsimile or email (with a copy made available another means specified in this Section), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of certified mail, return receipt requested, postage prepaid. Any notice required to be delivered under this Agreement shall be delivered via email, in the case of Partner, to the email or office address listed in the most recent Order Form, and in the case of Humai, to sales@hwumai.tech or Humai Technologies GmbH, Dresdner Straße 91, 1200 Wien, Austria. Either Party may from time to time change the individual(s) to receive notices under this Section and its address for notification purposes by giving the other prior written notice as provided in this Section of the new individual(s) and address and the date upon which the change will become effective.

	One Time Consulting Partner	Consulting Partner	Value Added Reseller
Relationship Management	No requirement	Partner has a dedicated contact to own the relationship with Humai	Partner has a dedicated contact to own the relationship with Humai and conducts quarterly account reviews
Integration Quality	No requirement	No requirement	One or more Custom Integration and/or Standard Integration

	One Time Consulting Partner	Consulting Partner	Value Added Reseller
BENEFITS			
Comission on Net MRR for Qualified Contracts	0 %	0 %	25 %
Discount on Humai Services	na	10 %	10 %
Providing a Lead	1 x monthly recurring revenue	1 x monthly recurring revenue	na
Closing Support	1 x monthly recurring revenue	1 x monthly recurring revenue	na
Positioning in Humai's Applicable Marketing & Publicity Materials	Identified as a Registered Partner on applicable sites and promotions.	Identified as an Advanced Partner on applicable sites and promotions.	Identified as a Premier Partner on applicable sites and promotions.
Humai Relationship Management	na	Assigned an Account Management Ressource to work with the partner to build their business with Humai	Assigned a Partner Relationship Specialist to work with the partner to build their business with Humai

Portion of Net MMR" shall mean, for each applicable Qualified Opportunity, the Net MRR as determined by Partner's Tier hereunder as of the date of final execution of the applicable Qualified Contract.

I hereby acknowledge that I have read, understand and agree to the terms of this partner agreement document:

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Place Date

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Place Date

(Signature & company stamp)

(Signature & company stamp)

