

GENERAL PARTNERSHIP AGREEMENT

This General Partnership Agreement is entered into as of the Effective Date by and between the Productsup entity and the partner entity specified each in the applicable Partnership Specification Form (the Productsup entity hereinafter referred to as “**Productsup**” or a “**Party**”, the partner entity hereinafter referred to as “**Partner**” or a “**Party**” and Partner and Productsup collectively as the “**Parties**”).

When incorporated by reference in any applicable Partnership Specification Form, this Partnership Agreement, its annexes or exhibits, applicable Go-to-Market Schedules and relevant Partner Program Guide(s) (collectively the “**Agreement**”) shall govern the partnership between the Parties and constitute the entire agreement between the Parties with respect to the partnership.

1. Definitions

Any capitalized terms not otherwise defined in the Agreement have the meanings set out in **Annex 1**.

2. Productsup Services

- 2.1 Productsup and its Affiliates (collectively, the “**Productsup Group**”) provide the Productsup Services to its customers and/or partners. The Productsup Services are certain product-to-consumer enterprise cloud software solutions for data syndication, including, but not limited to product content syndication and feed management and certain additional professional services, such as, but not limited to, implementation, onboarding, data migration, management and support services, as further defined in this section 2 and the Agreement.
- 2.2 **Productsup Platform**: means the Productsup web-environment upon which the Productsup Solutions and (end) customer data are hosted and may be controlled by the (end) customer or its authorized users;
- 2.3 **Productsup Software**: means the product-to-consumer cloud software solutions made available by the Productsup Group to (end) customers via the Productsup Platform that are further defined and specified in the Productsup Solutions Description and the Productsup Software Documentation; including the Productsup Platform.
- 2.4 **Product and Account Support**: means the support services provided (i) in the event of malfunctions of the Productsup Software or the Productsup Platform and (ii) to assist customer or its authorized users with functional issues. Product and Account Support is provided subject to the further specifications and the service levels set out for the provision of Product and Account Support in the then current version of [Productsup’s SaaS Master Services Agreement].
- 2.5 **Productsup Solutions**: collectively means the Productsup Software, the Productsup Platform, the Productsup Software Documentation and Product and Account Support.
- 2.6 **Productsup Professional Services**: means services provided by the provider of on provider’s behalf to customers to assist customer with technical advice on its use of the Productsup Solutions, such as the creation of a user account on the Productsup Platform, onboarding or subject-related training services, as set out in an applicable Resale Order Form and subject to the then-current Productsup Professional Services Description available under www.productsup.com/services-documentation; and excluding Product and Account Support.

2.7 **Productsup Services:** collectively means the Productsup Solutions and the Productsup Professional Services.

3. **Productsup Partner Program**

3.1 **Productsup Partner Program:** Means the program designed by Productsup to support awareness for and use of the Productsup Services globally by enabling and authorizing independent third parties on a non-exclusive basis to engage in certain marketing, customer acquisition and/or distribution activities regarding the Productsup Services and to earn certain fees and/or other benefits, in each case depending on the agreed go-to-market model and certain other factors set out in an applicable Go-to-Market Schedule and Partner Program Guide(s), if any.

3.2 **Go-to-Market Schedule:** Means a separate agreement under this General Partnership Agreement, authorizing and enabling Partner to source Opportunities for Productsup and earn certain fees. Together with the relevant Partner Program Guide(s), the Go-to-Market Schedule(s) determine the relevant go-to-market model for the acquisition of new revenue from Opportunities and the relevant commercial and operational details relating thereto, such as rules of engagement, Opportunity registration, fees etc. Each Partner may, subject to Productsup's discretion, agree to one or more Go-to-Market Schedules and therefore engage in different marketing and revenue acquisition activities. The relevant Go-to-Market Schedules that apply to and must be observed by Partner are listed and incorporated by reference in the applicable Partnership Specification Form.

3.3 **Partner Program Guide(s):** Means Productsup's then-current information, overview and education resources related to this Agreement and each applicable go-to-market model, providing general information and instructions as well as specifications regarding the performance under an applicable Go-to-Market Schedule, such as commission rates, rules of engagement, Opportunity registration. The relevant Partner Program Guides that apply to and must be observed by Partner are listed and incorporated by reference in the applicable Partnership Specification Form. Productsup Program Guides apply in their then current form, as changed from time to time. They are exclusively communicated and maintained via the Partner Portal.

3.4 **Partner Portal:** Means the specific web-environment that Productsup maintains for Partner and Productsup to manage their performance under this Agreement. Inter alia, the Partner Portal is used (i) to maintain and communicate the then current versions of the relevant resources related to the Productsup Partner Program, such as Partner Program Guides or other supporting resources; (ii) to register and approve Opportunities; (iii) create and receive reports and notifications; and (iv) to calculate the Partner's and/or Productsup's entitlement for payment of any fees under an applicable Go-to-Market Schedule and Partner Program Guide, if any. The use of the Partner Portal is provided to Partner free of charge, however it may be subject to additional end user terms and conditions of the third-party contractor of Productsup providing the Productsup Partnership Portal on Productsup's behalf. The effectiveness of the Partnership is subject to Partner's (i) acceptance of the applicable terms of the Partner Portal and (ii) Partner's creation and maintenance of a user-account there throughout the term of the Agreement.

3.5 **Opportunity:** refers to a business lead sourced by Partner for Productsup to generate new revenue by selling Subscriptions of the Productsup Services, which may be registered through the Partner Portal as set out in the applicable Partner Program Guides and this Agreement.

3.6 **Opportunity Registration Process:** Means the process of registering a relevant Opportunity via the Partner Portal, set out in detail the applicable Partner Program Guides.

3.7 **Opportunity Registration Form:** Means the information input form on the Partner Portal that must be used to register an Opportunity.

3.8 **Productsup Marketing Materials:** Means the marketing and branding resources, guidelines and regulation made available by Productsup to Partner via the Productsup Partner Platform to perform its obligations under this Agreement, market the Productsup Services and to promote the partnership publicly or vis-à-vis interested parties.

4. **Authorization**

Subject to and as further specified in this Agreement and, if applicable, any additional Go-to-Market Schedule agreed between the Parties subject to an applicable Partnership Specification Form, Productsup grants the Partner a limited, non-exclusive, and non-transferrable right to (i) publicly act and identify itself as Authorized Productsup Partner (ii) to use the Productsup Partner Marketing Resources, in each case as incorporated in the then-current Partner Program Guide or as otherwise made available to Partner via the Productsup Partner Platform.

5. **Intellectual Property and License Grant**

5.1 Productsup License

5.1.1 During the Term of this Agreement and subject to the specifications made in the applicable, then-current Partner Program Guides, Productsup hereby grants to Partner (i) a limited, non-exclusive, non-transferable license to use the Intellectual Property Rights incorporated in the Productsup Marketing Resources for marketing purposes, with respect to prospective customers and Opportunities and to perform its obligations under this Agreement; (ii) subject to the specifications of an applicable Partner Program Guide, the right to access the sandbox environment of the Productsup Platform and to use the Productsup Software, in each case strictly limited to internal education purposes and under all circumstance including any productive or commercial use.

5.1.2 The use of the Productsup Marketing Resources must be strictly in accordance with the provisions set forth in the applicable Partner Program Guide and/or an applicable Go-to-Market Schedule, if any.

5.1.3 Unless agreed otherwise in an applicable Go-to-Market Schedule, Partner shall not itself, and shall not permit any third party to, directly or indirectly: (i) use the Productsup Services; (ii) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage of the Productsup Services for any purpose; or (iii) reverse engineer, decompile or modify any encrypted or encoded portion of the Productsup Services without prior written authorization from Productsup.

5.2 Partner License

Partner hereby grants to Productsup, a limited, worldwide, non-exclusive, non-transferable license to Partner's marketing materials and the Partner Marks, as made available to Productsup from time to time, for marketing purposes and in order to perform its obligations under this Agreement.

5.3 Intellectual Property Warranties and Indemnification

Each Party warrants that it each owns all required rights to commercially exploit the relevant rights in the scope granted under this Agreement. Each Party further warrants that the licenses granted under this Agreement do not infringe any intellectual property rights of any third party.

5.4 Indemnification

Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party (the "**Indemnified Party**") against any direct damages, expenses and other liabilities (including legal defense costs and reasonable attorney fees) incurred by the Indemnified Party as a result of any third party claim, suit, action or demand (each a "**Claim**") to the extent such Claim alleges that the Indemnifying Party's intellectual property rights granted under this Agreement infringe any third party intellectual property rights, provided that: (i) the Indemnified Party shall notify the Indemnifying Party in due time of any Claim; (ii) grant the Indemnifying Party, at Indemnifying Party cost, full authority and control of the settlement and defense of the Claim (to the extent possible under applicable law and possible without impairing the effective defense of the Claim; to the extent no full authority and control can be granted, the Indemnified Party agrees to involve the Indemnifying Party by fully informing the Indemnifying Party of any communication from opposing party, their counsel, and any court, arbitrator, mediator or other similar entity, and by submitting to the Indemnifying Party for prior approval any statement, brief, submission or filing, written or otherwise, to any of the aforementioned); and (iii) reasonably cooperate with the Indemnifying Party in the defense of such Claim, including providing adequate assistance and information.

5.5 Ownership

Except where expressly stated otherwise in this Agreement, each Party shall retain all right, title and interest, including all intellectual property and proprietary rights, in and to such Party's Software and the Productsup Services and the Partner Services, respectively, including all related documentation, modifications, customizations, enhancements, upgrades, updates and derivative works. Except as expressly set forth in this Agreement, nothing in this Agreement should be construed as transferring any aspects of such rights to the other Party or any third party.

6. Obligations of the Parties

6.1 Throughout the Term of this Agreement, Partner shall:

6.1.1 At all times adhere to and comply with the relevant Partner Program Guides in their then-current form and the applicable Go-to-Market Schedules, if any, in each case as set out in an applicable Partnership Specification Form;

6.1.2 Maintain a user account for the Partner Portal and regularly visit the Partner Portal to ensure its awareness regarding updates to any applicable Productsup Program Guide, new or updated supporting resources such as the Productsup Marketing Materials and other relevant information made available via the Partner Portal;

6.1.3 Sustainably promote the sales of the Productsup Services as specified in the relevant Partner Program Guide and/or Go-to-Market Schedule, adhering to and using the Productsup Marketing Materials.

6.2 Partner shall not modify, amend, truncate, expand upon or edit the Productsup Marketing Materials without Productsup's prior written approval.

6.3 Partner shall not without the prior written consent of Productsup, except as embodied in the Productsup Marketing Materials, (a) use any trade name, trademark, trade device, service mark, logo, symbol, or any abbreviation, contraction or simulation thereof owned by Productsup or its affiliates; or (b) represent, directly or indirectly, that Productsup has endorsed any service, software or other deliverable offered by Partner.

6.4 Throughout the Term of this Agreement, Productsup shall:

6.4.1 Via the Partner Portal, provide Partner with relevant resources to perform its obligations under this Agreement, as further set out in the applicable Partner Program Guides;

6.4.2 Adhere to its obligations and commitments set out in the applicable Partner Program Guides.

7. No Representation

7.1 Throughout the Term of this Agreement, neither Party shall:

7.1.1 represent itself as an agent of the other Party, for any purpose or make any representation or warranty concerning their relationship with the other Party;

7.1.2 give any condition or warranty on the other Party's behalf or make any representations about the Productsup Software or the Partner Services other than as permitted by Productsup or Partner in writing; or

7.1.3 commit the other Party to any contracts or negotiate any contract for or on behalf of the other Party.

7.2 Indemnification

Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party (the "**Indemnified Party**") against any direct damages, expenses and other liabilities (including legal defense costs and reasonable attorney fees) incurred by the Indemnified Party as a result of any third party claim, suit, action or demand (each a "**Claim**") to the extent such Claim is based on the Indemnifying Party's alleged or actual breach of this Agreement, provided that: (i) the Claim is notified to the Indemnifying Party by the Indemnified Party without undue delay; (ii) the Indemnified Party will allow the Indemnifying Party to control the defense and settlement of the relevant Claim; and (iii) the Indemnified Party shares all relevant information and documents with the Indemnifying Party without undue delay.

8. Term and Termination

8.1 Term

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of 12 months (the "**Initial Term**"). Thereafter, this Agreement shall be renewed automatically for successive additional 12 months periods (each, a "**Renewal Term**", and, together with the Initial Term, the "**Term**"), unless either Party gives notice of termination at least thirty days prior to the later date of (i) the expiration of the then-current Term; or (ii) the date when any and all applicable Go-to-Market Schedules under this Agreement expire or end by termination. For the avoidance of doubt, this Agreement shall continue to remain in effect through the expiration or termination date of any applicable Go-to-Market Schedule.

8.2 Termination for Cause

Notwithstanding the above section, either Party may terminate this Agreement and/or any applicable Go-to-Market Schedule for cause upon written notice of termination given to the other Party: (i) if the other Party materially breaches an obligation under this Agreement or an applicable Go-to-Market Schedule and, in the case of breaches capable of cure, fails to cure such material breach within 30 days after written notice of breach from the non-breaching Party, (ii) files, or has filed against it, a petition of bankruptcy or insolvency, and the petition is not vacated within 60 days being filed; or shall have a receiver or administrative receiver appointed over it or any of its assets; or shall pass a resolution for winding-up or dissolution of the business

affairs of an entity; or if the other Party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction, and (iii) in the event either Party consummates a merger or sale of all or substantially all of a Party's assets or a change in control effected by a sale of a Party's voting securities, with a competitor of the other Party, provided however, that a financial institution or fund shall not be considered a competitor under this Agreement.

8.3 Effect of Termination

Upon termination of this Agreement, the rights granted under this Agreement and any applicable Go-to-Market Schedule shall cease immediately; each Party shall remove all references to the other Party in materials available to the public or third parties. Each Party shall with immediate effect cease to identify itself as an Authorized Partner of the other Party.

8.4 Survival

All provisions that per their terms expressly survive termination of this Agreement shall survive termination of this Agreement.

9. Confidentiality

9.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under the Agreement. A Party's Confidential Information shall not be deemed to include information that:

- 9.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 9.1.2 was in the receiving party's lawful possession before the disclosure;
- 9.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 9.1.4 is independently developed by the receiving party, which can be shown by written evidence; or
- 9.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

9.2 Each Party shall (i) hold the other's Confidential Information in confidence and, unless required by law, not make the other Party's Confidential Information available to any third party or use the other Party's Confidential Information for any purpose other than the implementation of the Agreement; and (ii) take all reasonable steps to ensure that the Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

9.3 Each Party acknowledges that each Party's Software Documentation, the details of the other Party's Software, services, data, pricing and other specific commercial terms subject to an applicable resale, feedback on each Party's services and the results of any performance tests of each Party's services, constitute each Party's Confidential Information.

9.4 Except where a Party is expressly required by law to retain a copy, on termination of the Agreement or when requested to do so in writing by the disclosing party, the receiving party shall promptly:

- 9.4.1 deliver to the disclosing party any documents and other materials in its possession or control that contain any of the Confidential Information;
 - 9.4.2 as far as reasonably and economically possible, permanently delete, destroy and erase all electronic copies of the Confidential Information from any computer or data storage system into which the Confidential Information was entered; and
 - 9.4.3 make no further use of the Confidential Information.
- 9.5 The receiving party, if requested by the disclosing party, shall confirm in writing that the provisions of Section 9.4 have been complied with. The obligations of confidentiality under this section 9 shall survive any expiration or termination of the Agreement.

10. No Employee Solicitation

During the Term, no Party shall solicit or encourage, directly or indirectly, any employee of the other Party to terminate his, her or their employment with the relevant Party or otherwise interfere with the employment relationship between the relevant Party and such employee. Notwithstanding anything to the contrary in this section, nothing will prohibit or restrict a Party from engaging, directly or otherwise, in generalized searches for employees by use of advertisements in any medium or from engaging firms to conduct such searches, so long as such search firms do not target or focus on the other Party or its employees. The restriction set forth in this section is reasonable and necessary to protect the Parties' goodwill and other business interests and will apply unless otherwise prohibited by law.

11. Warranties

- 11.1 **Partner Representations and Warranties.** Partner hereby represents and warrants that (a) Partner has full right and power to enter into, and perform its obligations under, this Agreement; (b) the execution and delivery of this Agreement, and the performance of its obligations under this Agreement, do not and will not conflict with any of its agreements with or obligations owed to any third party; (c) Partner will not make or publish any false or misleading representations, warranties, or guarantees concerning the Productsup Services on behalf of Productsup; and (d) in marketing the Productsup Services, Partner will at all times comply with all applicable laws and regulations and refrain from any unethical conduct or any other conduct that tends to damage the reputation of Productsup or the Productsup Services.
- 11.2 **Productsup Representations and Warranties.** Productsup hereby represents and warrants that (a) Productsup has full right and power to enter into, and perform its obligations under, this Agreement; (b) the execution and delivery of this Agreement, and the performance of its obligations under this Agreement, do not and will not conflict with any of its agreements with or obligations owed to any third party.

12. Limitation of Liability

PLEASE REFER TO THE REGIONAL SCHEDULE SET OUT IN THE APPLICABLE PARTNERSHIP SPECIFICATION FORM.

13. Productsup Affiliates

All Productsup Affiliates shall be entitled – but not obliged – to exercise all rights and perform all actions under this Agreement, provided that Productsup shall be liable for all acts and omissions of such Affiliates.

14. Insurance

Each Party shall, throughout the Term and until expiration of any Resale Order Term, maintain appropriate General Liability and Professional Indemnity Insurance coverage.

15. Assignment

15.1 This Agreement or any of the rights or obligations hereunder may not be assigned or transferred to a third party without the prior written agreement of the other Party. Any purported assignment by a Party in contravention of the terms of this section shall be void.

15.2 Notwithstanding the foregoing, each Party hereby authorizes the other Party to assign the Agreement or any of its rights or benefits under the Agreement, after sole notification to the other Party (and without the necessity to request the authorization of the assignment at that time) to an Affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the person to whom the Agreement is assigned is not a competitor of the other Party. For the avoidance of doubt, financial institutions, funds etc. shall not be considered competitors.

15.3 Where reference is made in this Agreement to a certain legal entity, such reference shall, for the avoidance of doubt, always include any legal successor of the referenced entity (e.g., the receiving entity in a merger).

16. Miscellaneous

16.1 Force Majeure

16.1.1 Neither Party shall be liable for any delay in performing or failure to perform its obligations under this Agreement to the extent that and for so long as the delay or failure results from a Force Majeure Event provided that the relevant affected Party shall (i) promptly upon becoming aware of the occurrence of the Force Majeure Event inform the other Party with detail of the circumstances giving rise to the Force Majeure Event and its anticipated duration and effects on the obligations; and (ii) take all reasonable steps to comply with the terms of this Agreement as fully and promptly as possible.

16.1.2 Each Party shall use reasonable efforts to minimize the effects of any Force Majeure Event.

16.2 Partial Invalidity

If one or more provisions of this Agreement are or become wholly or partially invalid, void and/or unenforceable, this shall not affect the validity or enforceability of the other provisions of this Agreement. The same shall apply if this Agreement contains an inadvertent contractual omission. Instead of the invalid, void and/or unenforceable provision, the Parties shall agree on an arrangement which corresponds as closely as legally possible with what the Parties were trying to achieve commercially with the invalid, void and/or unenforceable provision (or, as the case may be, the invalid, void and/or unenforceable part thereof). In the event that an inadvertent contractual omission needs to be filled, an arrangement shall be agreed upon which, in accordance

with the purpose and intent of this Agreement, corresponds commercially as closely as legally possible with what the Parties would have agreed upon if they had thought about the matter at the time of conclusion of this Agreement.

16.3 Interpretation

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement: (i) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (a) to Sections and Exhibits refer to the Sections of and Exhibits attached to, this Agreement; (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Annexes and Exhibits referred to herein or therein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

16.4 Entire Agreement

This Agreement constitutes the full understanding of the Parties and the complete and exclusive statements of the terms and conditions of the Parties’ agreements relating to the subject matter hereof and supersedes any and all prior agreements and understandings, whether written or oral, that may exist between the Parties with respect to the subject matter of this Agreement or parts thereof. There are no side agreements to this Agreement.

16.5 Upfront Fees

Neither Party is required to incur any upfront fees in connection with this Agreement irrespective of the fees incurred by the other Party.

16.6 Costs in connection with the Agreement

Except where expressly provided otherwise in this Agreement or by the Parties in writing, each Party shall be responsible for its own resources and costs in connection to this Agreement.

16.7 Independent Contractors

The Parties hereby agree that this Agreement does not create an employer-employee relationship between Partner and Productsup, nor any agency, joint venture or partnership. Each Party is an independent contractor acting on his own account. Except as otherwise provided in this Agreement, neither Party is authorized to act as an agent for the other Party.

16.8 Changes to this Agreement

Productsup may change this Agreement, provided that the change does not have any material impact on the contractual rights and obligations between the Parties, upon four weeks’ notice to Partner under the contact address specified in the Partnership Specification Form and such change shall be deemed effective, if Partner

does not expressly objects to such change within the four weeks' notice period. Productsup will draw attention to this consequence in the notice. The notice may be sent by email to Partner's contact person specified in the Partnership Specification Form.

16.9 Waiver

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.10 No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16.11 Notices

All notices between the Parties shall be in writing and shall be deemed to have been given if personally delivered or sent by certified or registered mail (return receipt) or e-mail to the contacts set forth in the Reseller Specifications. Notices shall be deemed effective upon receipt or, if delivery is not effected by reason of some fault of the addressee, when tendered.

16.12 Choice of Law and Forum

PLEASE REFER TO THE REGIONAL SCHEDULE SET OUT IN THE APPLICABLE PARTNERSHIP SPECIFICATION FORM.

16.13 Equitable Relief.

Each Party acknowledges that a breach by a Party of this Agreement, may cause the non-breaching Party immediate and irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including in the form of orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available under this Agreement, at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

16.14 Attorneys' Fees.

In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

16.15 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

List of Annexes

Annex 1

Definitions

Annex 2

Form of the [Partnership specification form]

Annex 1
Definitions

1. Definitions

- 1.1 **Affiliate:** means any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such first Person; provided in any event that the holding of more than 50% of the capital or voting rights in another Person or the power to, directly or indirectly and by whichever means, direct, or cause the direction of, the management of another Person shall irrefutably be deemed to confer 'control' over such Person, provided, that, any direct or indirect shareholders of the Parties and their Affiliates (that are not subsidiaries of the Parties) and any fund directly or indirectly holding an interest in the one of the Parties or otherwise affiliated with the a Party or with an aforementioned fund, or operating/portfolio entities in which any such fund directly or indirectly holds an interest, shall not be deemed to be an Affiliate of with regard to either Party.
- 1.2 **Applicable Data Protection Laws:** means all applicable state and federal statutory and regulatory requirements regarding privacy and the protection of "personal data" or "personally identifiable information" (as defined by such laws) as amended from time to time or any other applicable similar laws relating to the protection of personal data in other jurisdictions, including, as applicable, the General Data Protection Regulation (EU) 2016/679 (and as implemented under applicable national law) and any other applicable data protection laws and regulations.
- 1.3 **Confidential Information:** information of a Party concerning its business and/or affairs, including without limitation to information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided by a party to the other: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 days; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure.
- 1.4 **Effective Date:** the date this Agreement takes effect, which is the date of the last signature of the Parties to the applicable Partnership Specification Form incorporating this Agreement by reference.
- 1.5 **Force Majeure Event:** acts, events, omissions or accidents beyond a party's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, fire, flood or storm; Notwithstanding the foregoing, as the services under this Agreement are provided virtually, a government mandated office location or other work closure shall not constitute Force Majeure unless such Force Majeure also involves significant interruption of telecommunications or internet services.
- 1.6 **Indemnified Party:** has the meaning given in Section 5.4 of the Agreement.
- 1.7 **Indemnifying Party:** has the meaning given in Section 5.4 of the Agreement.
- 1.8 **Initial Term:** has the meaning given in Section 8.1 of the Agreement.
- 1.9 **Intellectual Property Rights:** means all intellectual property rights including without limitation rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising

anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.

- 1.10 **Product and Account Support:** has the meaning given in Section 2.5 of the Agreement..
- 1.11 **Productsup Platform:** has the meaning given in Section 2.2 of the Agreement.
- 1.12 **Productsup Professional Services:** has the meaning given in Section 2.6 of the Agreement.
- 1.13 **Productsup Services:** has the meaning given in Section 2.7 of the Agreement.
- 1.14 **Productsup Software:** has the meaning given in Section 2.3 of the Agreement.
- 1.15 **Productsup Solutions:** has the meaning given in Section 2.5 of the Agreement.
- 1.16 **Productsup Professional Services Description:** the then current materials specifying and defining the Productsup Services, as provided and made publicly available under www.productsup.com/services-documentation.
- 1.17 **Productsup Software Documentation:** the then current materials made available to Productsup and/or customer by Productsup which set out a description of the Productsup Services and the user instructions for the Productsup Services, as updated from time to time by Productsup.
- 1.18 **Renewal Term:** has the meaning given in Section 8.1 of the Agreement.
- 1.19 **Subscription:** means the Productsup Software modules and editions, as set out under www.productsup.com/services-documentation in its then current form, on a recurring basis for fixed term.
- 1.20 **Taxes:** means all sales, use value added, country specific withholding taxes applicable to foreign suppliers and other taxes regardless if they are included on the invoice or by law to be included in any fees.
- 1.21 **Term:** has the meaning given in Section 8.1 of the Agreement.