

PRODUCTSUP PARTNER PROGRAM
REGIONAL SCHEDULE
AMERICAS

This Regional Schedule is entered into by the Parties as of the Effective Date subject to the General Partnership Agreement and the applicable Partnership Specification Form. This Regional Schedule specifies certain terms of the General Partnership Agreement.

I. Limitation of Liability

- I.1 SUBJECT TO THE CARVE OUTS UNDER SECTION 1.4 AND EXCEPT WITH RESPECT TO AMOUNTS OWED BY EITHER PARTY HEREUNDER, THE AGGREGATE LIABILITY OF EACH PARTY FOR OR IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY THE OTHER PARTY (WHETHER DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UNDER OR IN CONNECTION WITH THE AGREEMENT IN ANY CLAIM YEAR SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY PRODUCTSUP TO PARTNER DURING SUCH CLAIM YEAR.
- I.2 SUBJECT TO THE CARVE OUTS UNDER SECTION 1.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL, OR LOSS OF REVENUE, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OF THE AGREEMENT, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- I.3 NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY UNDER THE AGREEMENT IF IT IS PREVENTED FROM OR DELAYED IN PERFORMING ITS OBLIGATIONS UNDER THE AGREEMENT DUE TO A FORCE MAJEURE EVENT. EITHER PARTY SHALL PROVIDE THE OTHER PARTY WITH NOTICE OF A FORCE MAJEURE EVENT AND ITS EXPECTED DURATION.
- I.4 THE LIMITATIONS OF LIABILITY UNDER THIS SECTION I SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATION OF EITHER PARTY UNDER THIS AGREEMENT, OR WITH REGARD TO ANY DAMAGES SUFFERED BY EITHER PARTY AS A CONSEQUENCE OF GROSS NEGLIGENCE OR WILLFUL INTENT OR OF A PRIVACY OR CONFIDENTIALITY BREACH OF THE OTHER PARTY.
- I.5 EACH PARTY RECOGNIZES AND AGREES THAT THE LIABILITY AND REMEDY LIMITATIONS IN THE AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THE AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THE AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THE AGREEMENT.

2. Choice of Law and Forum

The Agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of the state of New York without reference to conflicts of laws principles. The Parties agree that any disputes under the Agreement shall be brought in the federal or state courts located in New York, New York. The Parties hereby consent to and waive defenses of the personal and exclusive jurisdiction and venue of these courts. Notwithstanding anything in the foregoing, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.

3. Data Protection

Each Party must ensure that any personal data shared with the other Party subject to an applicable Go-to-Market Schedule is shared strictly in accordance with the applicable data protection laws. No Party intends to process personal data on behalf of the other Party.