



Solution Partner General Terms and Conditions

1. Background

- 1.1. Funnel is a provider of a software as a service for measurement, analysis and reporting of advertising, marketing and other business data via funnel.io (the “**Service**”).
- 1.2. The Partner is a provider of consultancy services (“**Partner Services**”) and wishes to, in connection with the provision of the Partner Services, enable its customers to benefit from the Service by becoming Funnel customers, as needed for the respective customers’ various use cases.
- 1.3. The Parties wish to collaborate in the marketing of their partnership hereunder, and Partner wishes to market the Service to current and prospective customers of Partner’s, and refer such customers to Funnel with the aim of these customers using the Service, thus becoming customers of both Funnel and Partner subject to separate customer relationships.

2. Scope and Definitions

- 2.1. In the light of this background, the Parties have agreed to commence a partnership, as part of which the Partner is enrolled as a Funnel solution partner in Funnel’s partner program, as further specified in the partnership confirmation undersigned by Partner and Funnel (“**Partnership Confirmation**”). The Parties’ collaboration throughout the partnership shall be governed by these solution partner general terms and conditions (the “**General Terms**”), which together with the Partnership Confirmation and any schedules or other documentation referenced to therein form the Solution Partner Agreement (the “**Agreement**”), setting forth the applicable terms and conditions for Funnel’s partner program and Partner’s rights and obligations in participating therein.
- 2.2. The following order of precedence shall be applied in the event of conflict or inconsistency between terms and conditions of the Agreement: 1) the Partnership Confirmation; 2) these General Terms; 3) schedules or other documentation included with or referenced to in the Partnership Confirmation.
- 2.3. Capitalized terms used in this Agreement shall have the following meaning:

“**Active Customer Management**” means that the Partner has an ongoing customer relationship with the relevant Funnel customer; such as an ongoing retainer, maintenance contract, or similar, which include Partner Services supporting the relevant customer’s use of the Service.

“**Affiliate**” means any entity that controls the Party or is controlled by or under common control with the Party, where “control” or variations of “control” means the ability to, directly or indirectly, direct the affairs of the other entity by means of ownership, management, contract or otherwise.

“**Agreement**” or “**Solution Partner Agreement**” means the Partnership Confirmation, the General Terms, and any other schedules, documentation, supplements, exhibits or appendices thereto, whether attached or incorporated by reference.

“**Confidential Information**” means customer information, marketing and business plans, financial information, generally with regard to each Party and/or its Affiliates as well as in respect of the Service and the Partner Services, respectively, the contents of the Program Resources, the Partnership Confirmation and this Agreement, and other service offering terms, including, without limitation, all (i) computer software (both object and source code) and related documentation or specifications; (ii) techniques, concepts, methods, processes and designs embodied in or relating to the Service or Partner Services; and (iii) all application program interfaces, system security and system architecture design relating to the Service or Partner Services; and (iv) each Party’s research and development, service offerings, pricing and availability. In addition to the foregoing, Confidential Information of a Party (the Party disclosing such information being the “Disclosing Party” and the Party receiving such information being the “Receiving Party”) may also include information which the Disclosing Party protects against unrestricted disclosure to others that (a) the Disclosing Party or its representatives designates as

confidential at the time of disclosure; or (b) should reasonably be understood by the Receiving Party to be confidential given the nature of the information and the circumstances surrounding its disclosure.

"Effective Date" means the date specified in the Partnership Confirmation.

"Funnel" means the Funnel entity specified in the Partnership Confirmation.

"Lead" means a contact person at a company that is a current or prospective customer of the Partner, that is not currently, or has not previously been, engaging with Funnel and that meets Funnel's definition of a sales qualified lead, as further detailed by Funnel ("**SQL**") for a subscription for the Service subject to Funnel's standard price list, and whose contact details the Partner delivers to Funnel, but without a requirement of the delivery or referral of the Lead resulting in the company becoming an enrolled paying customer of the Service. However, a contact person does not qualify as a Lead if the company that the contact person represents is or has been a Funnel SQL or above, such as an active customer, a churned customer or a client to an agency which has an active contract with Funnel. That said, a company being listed by Funnel on a target account list will not disqualify a contact person at such company from qualifying as a Lead, if the prerequisites for a Lead are met. Contact persons at the same company will qualify jointly as one Lead regardless if referred at different points in time.

"Monthly Contract Value" means the monthly fee that a Funnel customer pays Funnel for the Service, regardless of contract and billing cycle, including any increases and decreases thereof during the term of the relevant customer agreement. If the relevant customer has a different billing cycle than monthly, the Monthly Contract Value is calculated by dividing the fee that the customer pays in its billing cycle with the number of months in that billing cycle.

"Partner" means the entity specified as the "Partner" in the Partnership Confirmation.

"Partner Instrumental Deal" means a deal that originates from the Partner having been instrumental, at Funnel's sole discretion and determination, to Funnel closing such deal with the Funnel customer, without there being any connection to a Lead, resulting in that the company becomes a paying customer of the Service.

"Program Resources" means resources that may be made available by Funnel to the Partner for enabling or facilitating the Partner's performance of the Partner's obligations hereunder, as varying among the Partner Tiers as specified in the Partner Program Policies, and as may be changed further by Funnel from time to time as set forth in Section 4, below, including, where applicable the demo account for the Service.

"Partner Sourced Deal" means a deal that originates from the Partner delivering or referring to Funnel a Lead which results in a customer signing a customer contract with Funnel under which the customer becomes a paying customer of the Service.

"Partner Tier" means the partner tier in which the Partner is enrolled, as specified in the Partnership Confirmation.

"Party" means Funnel or Partner individually, the "**Parties**" means Funnel and Partner jointly.

"Program Year" means the time period that the solution partner program follows, which coincides with the calendar year, January 1st to December 31st.

3. Partner Program Structure

3.1. Partner obligations. The Partner shall be responsible for ensuring that it fulfills the requirements and obligations of the relevant Partner Tier. The Partner warrants that: (i) its performance of its obligations under this Agreement will not violate any applicable laws (ii) it will act professionally and in good faith at all times in its dealings with any customer; and that (ii) it will not act or omit in a way that is likely to have an adverse effect on the reputation of Funnel or any customer. The Partner acknowledges it being of fundamental importance to Funnel that the Partner itself carries out its obligations and responsibilities hereunder and that no subcontractor may be engaged in carrying out such obligations without Funnel's prior written approval. The Partner shall ensure that its Affiliates, where allowed to collaborate with Funnel alongside the Partner under the relevant Partner Tier, as set forth in the Partner Program Policies, abide by the Agreement and the Partner shall remain fully liable to Funnel for any acts or omissions by the Partner's Affiliates. Affiliates are not granted any rights under the Agreement other than as expressly stated herein. Should the Partner be reassigned to a Partner Tier that does not allow Affiliates to participate in the collaboration with Funnel, Affiliates may no longer participate in carrying out the Partner's obligations and responsibilities from the date of the reassignment.

3.2. Structure. In respect of any use of the Service by a customer, such use shall regardless of how the customer became a customer be governed by Funnel's terms and conditions for the Service, available at <https://funnel.io/general-terms-and-conditions>. In respect of the provision of the Partner Services by a customer,

such provision shall regardless of how the customer became a Partner customer be governed by the terms and conditions as directed by the Partner from time to time.

- 3.3. Other Solution Partners. The Partner acknowledges that a customer of the Service may choose to engage other third-party providers being solution partners of Funnel's and that it shall be at the customer's discretion to determine with which Funnel solution partner it shall continue to work. This means that a customer may remain a Funnel customer while such other third-party provider assumes the provision of similar services to those of the Partner Services, and the customer transitioning to another Funnel partner. The Partner acknowledges that there is nothing in this Agreement hindering such transition or Funnel's continued work with such customer, and that a transition will have the effect that the other third party designated by the customer will be the party considered to be Funnel's solution partner with regard to that customer relationship, i.e. there will not be more than one (1) solution partner per customer. This will also result in Funnel no longer paying any remuneration to the Partner for the relevant customer relationship.
- 3.4. Partner Tier. The Partner has per the Effective Date been enrolled in the Partner Tier specified in the Partnership Confirmation with Funnel's expectation being that of the Partner fulfilling the requirements and obligations under the Agreement for such Partner Tier. The Partner undertakes to continuously fulfil the requirements and obligations applicable for the Partner Tier in which the Partner is enrolled, as outlined in this Agreement and in the Partner Program Policies. The Partner acknowledges that the requirements and obligations for each Partner Tier may vary, and that any changes to the requirements of a Partner Tier, and to the Partner's obligations for the fulfilment of such requirements may be made unilaterally by Funnel, as communicated by Funnel from time to time. To remain enrolled at the relevant Partner Tier, the Partner is obligated to continuously throughout the partnership under this Agreement ensure that it, and where applicable its Affiliates always fulfill the obligations specified for the relevant Partner Tier, within such timeframes as specified by Funnel, or as otherwise follows from the provisions on review of Partner Tier in Section 3.5. The Partner shall remain fully liable to Funnel for any acts or omissions by the Partner's Affiliates.
- 3.5. Review of Partner Tier. While it is the Partner's responsibility to ensure that it fulfills the requirements and obligations of the relevant Partner Tier, Funnel shall have the right to review the Partner's compliance with the applicable requirements and obligations, and the Partner is expected to and shall fully cooperate in Funnel's performance of such reviews. Funnel has the right to reassign the Partner to another Partner Tier if a review shows that the Partner, at Funnel's sole discretion, does not meet the requirements and obligations of the Partner Tier in which the Partner is enrolled. Once reassigned to another Partner Tier, the Partner is responsible to ensure that it fulfills the requirements and obligations of that Partner Tier. The reviews shall be carried out as specified in the Partner Program Policies.
- 3.6. Request of reassignment. The Partner may request reassignment to another Partner Tier in accordance with what is set out in the Partner Program Policies.

4. Use of Program Resources

- 4.1. Program Resources. For enabling the Partner's performance of its obligations under this Agreement, Funnel may, where relevant, make available Program Resources to the Partner, such Program Resources provided in the form and manner as indicated by Funnel from time to time, and always subject to the restrictions of use set forth in this Section 4. As of the Effective Date, Funnel will be providing access to such Program Resources as specified in the Partner Program Policies. The Partner acknowledges Funnel's right to unilaterally make changes to the Program Resources as well as to issue instructions on the use of such Program Resources.
- 4.2. License. Funnel hereby grants to the Partner a non-exclusive, non-transferable, non-sublicensable right, throughout the term of this Agreement, for the Partner and, where applicable for the relevant Partner Tier according to the Partner Program Policies, its Affiliates to remotely access and use the Program Resources solely for the Partner's fulfillment of the Partner's obligations under this Agreement. The Partner's, and where applicable its Affiliates', use of the Program Resources shall always be subject to the restrictions in Section 4.3, and such other instructions as from time to time may be issued by Funnel with regard to the use of such Program Resources.
- 4.3. Restrictions. The Partner may not: (i) use the Program Resources for any other purposes than to fulfil the main objective of this Agreement; (ii) sublicense, license, sell, lease rent or otherwise make the Program Resources available to a third party; (iii) circumvent or disclose the user authentication or security of the Program Resources or any host, network, or account related thereto; (iv) share non-public Program Resources features or content with any third party; (v) copy any ideas, features, functions or graphics of the Program Resources or translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Program Resources; (vi) infringe

the intellectual property rights of any entity or person; (vii) interfere with or disrupt software or systems used to provide or host the Program Resources, or other equipment or networks connected to the Program Resources; (viii) access the Program Resources in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Service, or to copy any ideas, features, functions or graphics of the Service; or (ix) use the Program Resources in a way that does not comply with applicable law. The Partner shall safeguard all user authentication credentials in its possession or under its control. The Partner is responsible for all activities that occur under the Funnel sandbox account for the Service, including without limitation unauthorized access. The Partner shall notify Funnel immediately if the Partner believes an unauthorized third party may be using the Partner's account or if the Partner's account information is lost or stolen. The Partner shall ensure, and be fully liable for, that its Affiliates, where such are participating in the collaboration with Funnel in accordance with the Partner Program Policies, at all times abide by the restrictions in this Section.

- 4.4. **Participation Fee.** Participation in Funnel's partnership program under the Agreement is subject to the Participation Fee specified in the Partner Program Policies. The Participation Fee is non-refundable. The Participation Fee for the Initial Term will be prorated based on how much of the Program Year that remains when the Partner enters into the Agreement with Funnel, calculated from the start of the month following the Effective Date to the end of the then current Program Year. If the Agreement renews in accordance with Section 9.1 (at the start of a new Program Year), the Participation Fee will be invoiced annually for such Renewal Term. A Partner who is reassigned to a higher Partner Tier during a Program Year will not be responsible for the additional program fees associated with such higher Partner Tier until the start of the next Program Year. A Partner who is reassigned to a lower Partner Tier as a consequence of not meeting the requirements of the relevant Partner Tier will not be eligible for a refund of the difference in the Participation Fee between the higher and lower Partner Tier for the remainder of the then current Program Year. The current Participation Fees for each Partner Tier are specified in the Partner Program Policies. All Participation Fees are exclusive of taxes, levies, and duties, and the Partner shall be responsible for payment of all such taxes, levies, and duties, including value-added tax (VAT), withholding, or similar taxes. Funnel may calculate taxes based on the billing information the Partner provides.

5. Revenue share

- 5.1. **General.** The Partner shall, where applicable for the relevant Partner Tier according to the Partner Program Policies, be entitled to receive a part of the revenue generated by Funnel for each Partner Sourced Deal and/or Partner Instrumental Deal generated by the Partner and, where applicable, its Affiliates. The right to receive such revenue share for each Partner Sourced Deal or Partner Instrumental Deal applies for the first year that the customer is a customer of Funnel's. To be entitled to receive revenue share beyond the first year of the customer contract, the Partner must, in addition to being enrolled at an eligible Partner Tier, provide Active Customer Management to the relevant customers. The revenue share starts accruing on each customer's contract start month and Funnel's confirmation of the respective requirements of a Partner Sourced Deal and Partner Instrumental Deal having been met; and provided, always, that the relevant customer has paid its subscription fee for the Service. The Partner shall be entitled to receive revenue share throughout the term of the Agreement and until the end of the calendar quarter following the effective date of termination of the Agreement, and shall receive payment of the revenue share accrued prior to the effective date of the termination of the Agreement, subject to having appropriately paid the Participation Fee and having fulfilled the invoicing provisions set out in Section 5.5.
- 5.2. **Calculation.** The revenue share shall be calculated each quarter as a percentage of the Monthly Contract Value for the Funnel customers generated by the Partner as a Partner Sourced Deal or Partner Instrumental Deal. The applicable percentages are set out in the Partner Program Policies. The Partner's at the time current Partner Tier shall govern the calculation of revenue share, meaning that if the Partner has been reassigned from one Partner Tier to another, the revenue share model for the Partner's new Partner Tier shall govern the calculation of revenue share for all new Partner Sourced Deals and Partner Instrumental Deals generated after the reassignment. With regard to revenue share for customers generated before the reassignment the new calculation shall apply and take effect starting from the month during which the reassignment takes effect, provided always that the Partner is still entitled to receive revenue share for such customers.
- 5.3. **Ineligible deals.** The Partner is not entitled to receive any revenue share in the following situations.
- 5.3.1. **Existing deals.** The Partner is not entitled to receive any revenue share for Partner Instrumental Deals or Partner Sourced Deals where the customer was already in Funnel's active sales process at the time of the referral or had been in Funnel's sales process within the last ninety (90) days prior to the referral.

- 5.3.2. Renewals. The Partner is not entitled to receive any revenue share for customers that renew their subscriptions, unless otherwise specified in Section 5.2.
- 5.3.3. Failure to follow process. The Partner is not entitled to receive any revenue share for Partner Instrumental Deals or Partner Sourced Deals where the Partner has failed to follow the process of Lead registration set out in the Partner Program Policies.
- 5.3.4. Self-referrals. The Partner is not entitled to receive any revenue share for Partner Instrumental Deals or Partner Sourced Deals where the customer is the Partner or an Affiliate of the Partner.
- 5.4. Reporting. Funnel shall report the Partner's total accrued revenue share that the Partner is entitled to receive to the Partner quarterly, based on the calendar year, meaning that regardless of the Effective Date of the Agreement, the Partner will receive one report for each quarter of the calendar year following the Effective Date.
- 5.5. Invoicing. The Partner shall invoice Funnel according to Funnel's revenue share report, delivered by Funnel according to Section 5.4, within ninety (90) days from the date of Funnel's sending of the relevant revenue share report to which the invoice relates. The Partner may only send one invoice per revenue share report, regardless of whether the Partner's Affiliates are allowed to participate in the partner program according to the Partner Program Policies or not. If the Partner fails to invoice Funnel within the time-period specified in this Section, the revenue share shall be considered forfeited without the Partner being entitled to make any claims with regard to such forfeited revenue share. However, the failure by the Partner to timely invoice Funnel shall not affect the Partner's enrolment in any particular Partner Tier, which enrolment will remain provided that the Partner fulfills the relevant requirements to remain enrolled at such Partner Tier.
- 5.6. Payment and Taxes. Provided that the relevant invoice includes all information required by Funnel from time to time, such instructions being provided to the Partner by Funnel without undue delay at request, undisputed invoices for revenue share shall be paid by Funnel with the payment terms being forty-five (45) days net. The Partner is responsible to maintain all applicable registrations, certificates and authorizations with regard to any tax matters related hereto.

6. Ownership of Intellectual Property Rights

- 6.1. Funnel IP. Funnel, or its licensors, own all right, title and interest in and to any and all copyrights, trademark rights, patent rights, database rights and other intellectual property or other rights in and to the Service and the Program Resources, including without limitation all software, integrations, integrations with data sources and data destinations, technology and other rights used to provide the Service and/or the Program Resources, and all graphics, user interfaces and any documentation, any improvements, design contributions or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. The Agreement does not transfer from Funnel any proprietary right or interest in the Service or the Program Resources.
- 6.2. Partner IP. Partner, or its licensors, own all right, title and interest in and to any copyrights, trademark rights, patent rights, database rights and other intellectual property or other rights in and to the Partner Services, including without limitation all software, integrations, integrations with data sources and data destinations, technology and other rights in and to the Partner Services, and all graphics, user interfaces and any documentation, any improvements, design contributions or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. The Agreement does not transfer from Partner any proprietary right or interest in the Partner Services.
- 6.3. Collaboration. The Parties explicitly agree that with regard to any results being developed and any intellectual property created hereunder, if any, each Party shall be the exclusive owner of any results and intellectual property rights created which can be considered to be a derivative work in respect of its intellectual property rights in the Service, Program Resources or the Partner Services, respectively. For the purposes hereof, each Party hereby transfers and assigns to the other Party all results and all intellectual property rights created which could be considered being an improvement or derivative work of intellectual property rights held by the other Party continuously as such results arise, including to the Service, Program Resources and Partner Services, as applicable, including the other Party with regard to such results and materials being granted the exclusive right to copy it, making it available to the public, in the original or an altered form, in translation or adaption, in another literary or artistic form or in another technical manner.

7. Personal Data

- 7.1. Individual Controllers; no Joint Controller Relationship. It is noted that neither Party will process personal data on behalf of the other Party, but that the transfer of personal data that may occur in respect of the customer referrals to be made subject to the Agreement is considered to be a controller-controller transfer. Each Party will be an individual controller and there will be no joint controller relationship with regard to the collaboration under this Agreement. It will be each Party's obligation to ensure its respective compliance with data protection laws, as applicable. Where the transfer requires the Parties to conclude a separate data transfer agreement, which may include the standard contractual clauses, the Partner undertakes to undersign any such data transfer agreement presented by Funnel with regard to such transfer.
- 7.2. Privacy Notice. Each Party will process personal data of the other Party's contact persons in the performance of this Agreement. Each Party is a controller for such processing and will provide to the other Party such privacy notices as may be required under applicable laws. Funnel's privacy notice with regard hereto is available at funnel.io. The Partner undertakes to ensure each relevant individual being informed about the contents of Funnel's privacy notice and the personal data processing of such individual's personal data carried out by Funnel.

8. Confidentiality

- 8.1. Restrictions on Use and Disclosure. Confidential Information shall not be used or reproduced in any form except as required to accomplish the intent of the Agreement. Any reproduction of any Confidential Information of the other Party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends, which appear on the original. With respect to the Confidential Information of the other, each Party (i) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (ii) shall not disclose any Confidential Information of the other Party to any person other than individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the Receiving Party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either Party disclosed prior to execution of the Agreement shall be subject to the protections afforded hereunder.
- 8.2. Exclusions. Confidential Information does not include information that the Receiving Party can establish: (i) has entered the public domain without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) has been rightfully received by the Receiving Party from a third party without confidentiality restrictions; (iii) is known to the Receiving Party without any restriction as to use or disclosure prior to first receipt by the Receiving Party from the Disclosing Party; or (iv) has been independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- 8.3. Disclosure Required by Law. If the Receiving Party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, to allow the Disclosing Party to contest the disclosure.

9. Term and termination

- 9.1. Term. The term of the Agreement shall begin on the Effective Date and shall continue for an initial term remaining until the date specified in the Partnership Confirmation (the "**Initial Term**"). If not terminated, the Agreement will renew automatically for additional time periods of one (1) year each time (each a "**Renewal Term**"), any such Initial Term and Renewal Term generally referred to as the "term" herein.
- 9.2. Termination for Cause. Each Party may terminate the Agreement for material breach by the other Party, via written notice, effective in thirty (30) days unless the other Party within such time period has cured the breach with evidence thereof having been provided to the other Party.
- 9.3. Termination without Cause. Each Party may terminate the Agreement without cause by providing notice of termination at least sixty (60) days prior to the end of the Initial Term and each Renewal Term, as applicable.
- 9.4. Effects of Termination. Upon termination of the Agreement, each Party shall cease all promotion and referral activities and delete, destroy, or return all copies of any documentation of the other Party in its possession or control. The Partner shall immediately cease to use the Program Resources and shall return or destroy, as instructed by Funnel, any Program Resources in its possession. The Partner shall not be entitled to any compensation beyond the remuneration regulated in Section 5, following the effective date of termination of the Agreement regardless of the duration of the Agreement.

9.5. Surviving Sections. The following provisions shall survive termination or expiration of the Agreement: (i) Section 4.3 Restrictions (ii) Section 5 Revenue Share (iii) Section 6 Ownership of Intellectual Property Rights; (iv) Section 8 Confidentiality; (v) Section 9.5 Surviving Sections; (vi) Section 10 Limitation of Liability; (vii) Section 11.4 Anti-Corruption; (ix) Section 12 Dispute Resolution; and (x) any other provision of the Agreement that must survive to fulfil its essential purpose.

10. Limitation of liability

10.1. Fraudulent and Corruptive Conduct. Nothing in the Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence; or for fraud or fraudulent misrepresentation; corruptive business practices; or any other liability that may not be excluded or limited by law.

10.2. Exclusion of Liability. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING DAMAGES FOR LOSS OF DATA, GOODWILL, DIRECT OR INDIRECT PROFITS, INVESTMENTS; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (I) THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT, OR (II) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THE AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT.

10.3. General Limitation of Liability. Subject to Section 10.1 and 10.2, and excluding Section 4.3 Restrictions, Section 8 Confidentiality, or any other liability which cannot be excluded or limited by applicable law, the aggregate liability of each Party to the other Party, or any third party in connection with the Agreement, shall not exceed the fees payable under the Agreement.

11. Miscellaneous

11.1. No Regulated Partnership. The Parties are independent contractors, and no regulated partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties is created hereby. Notwithstanding any other provision in the Agreement, nothing in the Agreement shall create or confer, whether expressly or by implication, any rights or other benefits in favor of any person not a party hereto.

11.2. Publicity. Provided that a Party complies with any trademark usage requirements notified to it by the other Party, each Party may refer to the other Party as a collaboration partner and use the other Party's logo as part of such reference. Each Party's publications of individual press releases referencing the partnership between the Parties, or the Service, if issued by Partner, and the Partner Services, if issued by Funnel, shall be subject to the other Party's prior written approval where the contents have not been previously approved by such Party.

11.3. Anti-Corruption. The Partner undertakes to carry out its obligations under this Agreement in an ethical manner and always in compliance with such anti-corruption policies and practices as communicated by Funnel from time to time. The Partner represents and warrants that the Partner has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any government representative or any representative of any other person in order for Funnel to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment; acknowledging that Funnel may terminate the Agreement with immediate effect if the Partner is, or Funnel has objectifiable reasons to suspect the Partner being, in breach of the above representation and warranty. In the event of such termination, the Partner shall not be entitled to any further commission, regardless if such commission has accrued prior to the date of the termination notice, and the Partner shall be liable for damages or remedies as provided by law. Further, the Partner will indemnify and hold Funnel harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of the Partner's failure to comply with this Section 11.3.

11.4. Force majeure. Any delay or non-performance of any provision of the Agreement caused by conditions beyond the reasonable control of the performing Party (force majeure) shall not constitute a breach of the Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

11.5. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any Section of the Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of the Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to

fulfil its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of the Agreement will continue in full force and effect.

- 11.6. Waiver. Except as expressly stated herein, neither Party will be deemed to have waived any of its rights under the Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of the Agreement will constitute a waiver of any other breach of the Agreement.
- 11.7. Construction. The Parties agree that the terms of the Agreement result from negotiations between them. The Agreement will not be construed in favor of or against either Party by reason of authorship.
- 11.8. Execution of the Agreement. The Agreement shall be signed by electronic signature, with each copy of such electronically signed document being considered one and the same instrument and the signature by electronic means (facsimile or scanned and sent via email, or signed by electronic signature service where legally permitted) shall be deemed original signatures.
- 11.9. Assignment. Neither Party may assign any of its rights or obligations under the Agreement without the prior written consent of the other, which will not be unreasonably withheld, conditioned or delayed. However, each Party shall be entitled to assign or delegate some or all of its rights and obligations under the Agreement to any of its Affiliates, or to an entity to which it has merged, or that acquires all of its assets upon notification thereof to the other Party. The Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.
- 11.10. Entire agreement. The Agreement constitutes the complete and exclusive statement of the agreement between Funnel and Partner in connection with the Parties' business relationship related to the subject matter hereof, and all previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the Parties disclaim any reliance on any such representations, discussions and writings. The Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions, which may appear on any document furnished by the Partner, and any additional terms and conditions in any such document shall have no force and effect, notwithstanding Funnel's acceptance or execution of such document. Funnel may from time to time unilaterally make changes to these General Terms and to the Partner Program Policies, including but not limited to the fees, benefits, requirements and processes of the partner program. At Funnel's discretion, Funnel will notify the Partner of any significant changes to the General Terms or Partner Program Policies, or, where the changes are minor, post the changes where available to the Partner. Any changes shall be deemed accepted and become effective upon notification or posting thereof.
- 11.11. Notices. Any notice required to be given by either Party in writing under the Agreement may be made by email to the contact persons specified in the Partnership Confirmation and shall be deemed to have been duly received on the date of confirmation of receipt from the notified Party.

12. Dispute Resolution

- 12.1. Governing law and jurisdiction. Subject to Section 12.2, the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be interpreted, construed and enforced in all respects in accordance with Swedish law, without regard to its conflict of law principles.
- 12.2. Settlement by good-faith discussions. All disputes arising out of or in connection with the Agreement shall be attempted to be settled by good-faith negotiations between senior management of both Parties. Such negotiations shall commence within two (2) weeks from the date of written request from a Party to the other. In the event that negotiations do not result in a resolution of the dispute within one (1) month from said written request, a Party may proceed to arbitration as set forth below. Both Parties agree and acknowledge that the commencement of such dispute resolution process shall not relieve either Party from its continued duties and obligations under the Agreement.
- 12.3. Disputes. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, which has not been resolved amicably as set forth in Section 12.2, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the proceedings shall be English. The arbitration award shall be final and binding upon the Parties.

12.4. Confidentiality. The confidentiality undertaking in Section 8 shall apply to any arbitration process or court proceedings hereunder, including any award or judgement.

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