

COPADATA
Partner Community

Partner Community Agreement of COPA-DATA

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COPA-DATA Partner Community Agreement

of Ing. Punzenberger COPA-DATA GmbH

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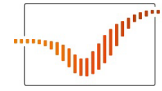
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This COPA-DATA Partner Community Agreement (the **Agreement**) is concluded between Ing. Punzenberger COPA-DATA GmbH (**COPA-DATA, we and us**) and the Company that you represent (the **Company, you and your**). This Agreement governs the terms pertaining to your membership of the COPA-DATA Partner Community - the worldwide partner program of COPA-DATA. The COPA-DATA Partner Community is based on long-term, sustainable business partnerships built upon mutual trust and strong commitment.

1. General

- a. The COPA-DATA Partner Community (the **CDPC**) offers you access to (1) COPA-DATA content, information, documents, brand material such as logos and resources (the **COPA-DATA Materials**) and (2) COPA-DATA software, services and product downloads (the **COPA-DATA Products**).
- b. The scope of the rights and obligations associated with CDPC membership is based upon the contract documents provided separately by COPA-DATA, in particular the [Membership Guide](#) relevant to your organization type (the **Membership Guide**) and the [Brand Guidelines for members of the COPA-DATA Partner Community](#) (the **Brand Guidelines**).
- c. COPA-DATA will manage the CDPC and contact you if necessary for this purpose using the contact details you provided (e.g. by email, telephone or post). This also includes



correspondence containing information necessary for making use of the CDPC membership.

- d. This Agreement applies to your CDPC membership only. This Agreement does not authorize you to distribute or resell COPA-DATA Products. We reserve the right to render access to COPA-DATA technology or use of COPA-DATA Products conditional upon separate contractual terms.

2. Warranty, liability

- a. Any provisions agreed upon at the time of concluding this Agreement will apply unless separate, special provisions have been agreed.
- b. Any information presented as part of the CDPC will be made available exclusively for general informational purposes. We assume no liability for the correctness, completeness or usefulness of this information. Any trust you place in such information is done so at your own risk. Nevertheless, COPA-DATA will strive for the highest quality when passing on information.
- c. The warranty for software, software elements or other products provided by COPA-DATA free of charge or at cost price is excluded.
- d. COPA-DATA is not liable for the consistent availability of services listed in the Membership Guide. This includes any unavailability due to maintenance, software updates or circumstances beyond the control of COPA-DATA. You hereby acknowledge that you are not authorized to make any claims as a result of such unavailability.
- e. COPA-DATA will only be liable to compensate damages in the aforementioned cases in the event of intent or gross negligence on the part of COPA-DATA. In the event of ordinary negligence, COPA-DATA will be liable for personal injury only. Any liability expires six months after you become aware of the damage and the damaging party.
- f. COPA-DATA is not liable for indirect damage, loss of profit, loss of interest, unrealized savings, consequential and financial loss, loss as a result of third-party claims, nor for the loss of data and programs and their recovery.



- g. You are solely responsible for maintaining your own technical infrastructure at your own cost and risk and to ensure that your technology is in accordance with the current state of the art.. COPA-DATA overtakes no responsibility for damage to the contracting party's infrastructure.

3. Intellectual property

- a. Each party possesses and reserves all rights, titles or holdings in its respective intellectual and other property, and neither party grants the other party such rights unless this has been expressly agreed upon in a separate agreement.
- b. Neither party shall remove any copyright, trademark, patent or similar information from materials and products belonging to the other party.
- c. Unless agreed upon between you and COPA-DATA in a separate agreement, this Agreement does not grant either party any rights, titles, holdings or licenses in or for any trademarks, trading names, trade dress or logos belonging to the other party (hereinafter referred to collectively as **Trademarks**). In addition to the Brand Guidelines for members of the COPA-DATA Partner Community, the following will apply: You may, until further notice by COPA-DATA, use the company name, products names and trademarks of COPA-DATA (**COPA-DATA Trademarks**) in plain text as well as the COPA-DATA product and company logos for the purposes of identifying and referring to COPA-DATA technology and services. Any labelling referring to COPA-DATA must avoid any likely confusion over your relationship to COPA-DATA and must be in accordance with the Brand Guidelines and Membership Guide. We may cancel your permission to use the COPA-DATA Trademarks at any time by way of written notification.
- d. You hereby grant COPA-DATA the revocable permission to process and use your Company's logo and Company's name for reference purposes on analog or digital marketing material and media.



4. Duration and termination

- a. You can accept this agreement by activating the corresponding checkbox during registration on the website <https://www.copadata.com/en/partner-community/registration-copa-data-group/>. The agreement finally comes into force with the active written confirmation by COPA-DATA (e.g. in paper form, by fax or e-mail) and is valid until its termination.
- b. When registering you must provide true, complete and accurate information.
- c. You must protect your login details from unauthorized access.
- d. COPA-DATA is authorized to reject the conclusion of a contract without reason.
- e. Either party may terminate this Agreement without reason as follows:
 - i. 30 days before the end of the respective quarter by email. You should address this termination notice to partner@copadata.com and COPA-DATA should address such notice to your email address;
 - ii. immediately, for whatever reason, in particular where one party is in breach of or has not complied with its obligations in accordance with section 5 (Privacy and data protection) or 6 (Confidentiality); or
 - iii. immediately, where one party has violated the intellectual property rights of the other party or when an “unrecoverable breach” arises.

“**Unrecoverable breach**” refers to any breach or non-performance of this Agreement where a prompt remedy is not possible under the given circumstances.
- f. Upon termination of this Agreement: (1) Your CDPC membership will end; (2) you will cease use of all COPA-DATA Materials and COPA-DATA content and return it to COPA-DATA immediately or, upon the request of COPA-DATA, destroy such materials; and (3) you will immediately cease to refer to yourself as a CDPC member. Unless otherwise



agreed, upon termination of the Agreement the sections 2 (Warranty, liability), 3 (Intellectual property), 5 (Privacy and data protection), 6 (Confidentiality), 7 (Place of performance, venue, choice of law, contract language) and 8 (Other) shall survive for five years.

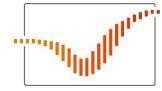
- g. Eligibility criteria. The eligibility criteria are set out in the Membership Guide, which can be downloaded under <http://www.copadata.com/benefits>. To be accepted and remain a member, you must meet the eligibility criteria at the time of registration and for the duration of this Agreement.
- h. Failure to meet eligibility criteria. In the event you fail to meet the CDPC eligibility criteria, COPA-DATA will inform you of this and you will have 30 days to rectify such failures. If you do not rectify this within 30 days, COPA-DATA will be authorized to downgrade your Company accordingly depending on the eligibility criteria met or immediately terminate the contract. You may restore your eligibility by meeting the applicable eligibility criteria to the satisfaction of COPA-DATA.

5. Privacy and data protection

- a. The parties undertake to observe and to comply with the relevant data protection provisions like the GDPR or the CCPA, as well as applicable local and international provision pertaining to data secrecy. This obligation also applies to your affiliated companies if they provide services for you under this agreement. In the event of a breach of the data protection regulations you will fully indemnify and hold COPA-DATA harmless for any damages incurred. If necessary, you will support COPA-DATA in complying with and fulfilling its data protection obligations.
- b. You hereby acknowledge that you have read and understood the COPA-DATA data protection information available for download at <https://www.copadata.com/en/general-data-privacy-policy>.

6. Confidentiality

- a. Unless the contracting parties have concluded a separate Non-Disclosure Agreement, the following applies:



- b. You are obliged to keep secret all confidential and sensitive information (e.g. trade secrets; financial, technical, economic, legal information; software code, business activities and strategies) exchanged between COPA-DATA and you and, if applicable, your respective affiliated companies, regardless of whether the exchange is written, verbal, analog or digital. This also applies for confidential information you did not receive from COPA-DATA directly but rather from any other source. You only may disclose such information if COPA-DATA has given its express consent to the disclosure, or where the manner in which the information is provided shows without doubt that it is intended for disclosure (e.g. information from end customer advertising material or website).

7. Place of performance, venue, choice of law, contract language

- a. The place of performance is the head office of COPA-DATA in Salzburg, Austria.
- b. The exclusive legal venue for any legal disputes arising from or in connection with this contract is the materially competent court in Salzburg, Austria.**
- c. The legal relationship between COPA-DATA and your Company is exclusively subject to Austrian law, to the exclusion of international conflict of law rules. The provisions of the CISG will not apply.

8. Miscellaneous

- a. Unless otherwise specified in this Agreement, all binding correspondence must be sent to COPA-DATA Headquarter at Ing. Punzenberger COPA-DATA GmbH, FN 56922i, Karolingerstrasse 7B, 5020 Salzburg, Austria.
- b. COPA-DATA is entitled, at its own discretion, to provide the services under this agreement itself or to make use of third parties, in particular local COPA-DATA subsidiaries, for the provision of contractual services and to make partial deliveries in the case of divisible services. This agreement may not be assigned to any third parties. It may be extended on your subsidiaries upon written acceptance of COPA-DATA.
- c. Your Company must immediately and without request provide COPA-DATA with all information and documents and inform COPA-DATA of all procedures relevant to the



contract in dispute, even if these circumstances are first discovered during the term of the contract. Your Company must also provide COPA-DATA with additional information and documents upon its request and to an extent appropriate to the intensity of the collaboration.

- d. If the products and services of COPA-DATA are not approved for the country in which your company is based, you are obliged to check whether the COPA-DATA services and products intended to be used comply with the legal provisions applicable in the country of your registered office and/or your activity.
- e. In the event you intend to publish texts relating to your CDPC membership (e.g. advertising texts), you must obtain written consent from COPA-DATA for each text before release. In addition, you are also obliged to check the legal admissibility of publications for the country in which such texts will be published and indemnify and hold COPA-DATA harmless in this regard.
- f. Nothing in this Agreement limits the ability of COPA-DATA to (1) work with and use third-party provider technology; or (2) purchase new products or develop or sell new services, improve existing products, or market new, improved or existing products or services.
- g. The term "Partner" is used for reference purposes only. The parties are deemed to be independent contractors and do not intend to develop an employer-employee relationship, a joint venture, an agency relationship or a fiduciary relationship.
- h. COPA-DATA is authorized to adapt the various requirements, prerequisites and service contents set out in the Membership Guide and Brand Guidelines at any time in order to bring them into line with current COPA-DATA objectives and conditions of the market environment accordingly. However, such adaptations will be carried out only where necessary for technical or economic reasons. Such adaptations will be deemed accepted if you do not object to these adaptations in writing, providing justification for your objection, within 30 days of such changes being made. In the event you object to the changes, COPA-DATA must consult you and find a mutual solution within three months for the issue. In case no agreement can be made, COPA-DATA may terminate this



agreement at the end of the three month term. Any delay in the exercise or non-exercise of rights by either a party under this contract shall result in a waiver of such rights or

- i. If a provision of this Agreement is deemed unlawful, invalid or unenforceable, the remaining provisions will remain unaffected and the parties will modify this Agreement to give effect to the affected clause to the greatest extent possible.
- j. Subject to provisions to the contrary in this Agreement, any change or modification to a provision of this Agreement will take effect only when it has been signed in writing by the authorized representatives of both parties.
- k. This Agreement (including the Membership Guide and Brand Guidelines and all attached or related documents) constitutes the entire agreement between the parties pertaining to the CDPC. It supersedes all previous agreements, communications and assurances between the parties pertaining to the CDPC.
- l. If your Company offers suggestions, comments or other feedback on COPA-DATA products and services, COPA-DATA may use this information for any purpose free of any obligations. COPA-DATA will not reveal the source of such information without consent. Unless otherwise expressly agreed in writing by COPA-DATA, the content of such information will not be subject to any confidentiality obligations on the part of COPA-DATA.
- m. You hereby declare that you are legally authorized to conclude this Agreement on behalf of your Company.



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