

## CERTIFIED PARTNER AGREEMENT

Last updated: May 1, 2025

This Certified Partner Agreement (this “**Agreement**”) is entered into between Company and Partner (each, as defined below). By registering for and participating in the partner program, Partner acknowledges and agrees that it has read, understands, and agrees to be bound by this Agreement. Partner represents that it has the authority to enter into the Agreement and is an authorized representative of a business entity authorized to conduct business by the Territory (defined below) in which it operates.

### RECITALS

**WHEREAS**, Company provides small business management software and related products and service offerings; and

**WHEREAS**, Company and Partner desire that Partner promote, market and resell, on a nonexclusive basis, Subscriptions for the Company Services and perform the services described herein, subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, intending to be legally bound, the parties agree as follows:

#### 1. DEFINITIONS

**1.1** “**Affiliate**” shall mean any entity directly or indirectly controlling, controlled by or under common control with such party. For purposes of this definition, the term “control” (including with correlative meanings, the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise.

**1.2** “**Certification**” shall have the meaning set forth in Section 2.1.

**1.3** “**Commission**” means the upfront sales incentives and/or recurring commissions Partner earns for each Customer Transaction in a given month, pursuant to this Agreement.

**1.4** “**Company**” means:

(a) Thryv Canada Holdings, LLC if Partner resides or has its principal place of business in Canada.

(b) Thryv, Inc. if Partner resides or has its principal place of business in any jurisdiction other than Canada.

**1.5** “**Company Brand Guidelines**” means those guidelines found at <https://sites.google.com/keap.com/brand-guide-for-keap-partners/home>, and/or such other URL as Company may designate from time to time.

**1.6** “**Company Services**” means small business management products and services, including Subscriptions, that are offered for subscription and are made accessible by Company via <https://www.thryv.com>, <https://www.thryv.ca> (for use in Canada), <https://www.thryv.com.au/> (for use in Australia), <https://signin.infusionsoft.com/login>, or another designated URL.

**1.7** “**Company Trademarks**” means name, logos, trademarks of Company used in connection with the Company Services, and such other trademarks as Company may, from time to time, authorize Partner in writing.

**1.8** “**Customer**” means an end user customer that (i) purchases Subscription(s) for the Company Services resulting from referrals made by Partner to Company, or (ii) are resold Subscription(s) for the Company Services by Partner, in accordance with the terms of this Agreement.

**1.9** “**Customer Agreement**” shall have the meaning set forth in Section 5.2.

**1.10** “**Customer Data**” means any materials, data and information provided to a party by or on behalf of Customer or an end user of Customer of the Company Services, and including any data otherwise captured or generated thereby.

**1.11** “**Customer Transaction**” means each Customer purchase or renewal of a Subscription for Company Services which is eligible for Commission pursuant to this Agreement.

**1.12** “**Direct Purchase**” shall have the meaning set forth in Section 2.2(a).

**1.13** “**End User Agreement**” means Company’s end user subscription agreement for the Subscription for Company Services, as amended by Company from time to time, the current version of which is available at <https://www.thryv.com/terms/>.

**1.14** “**Forfeited Transaction**” shall have the meaning set forth in Section 6.5(c).

**1.15** “**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

**1.16** “**Marketing Guidelines**” shall have the meaning set forth in Section 7.3.

**1.17** “**Materials**” shall have the meaning set forth in Section 4.1.

**1.18** “**Order**” shall mean Partner’s or the Customer’s initial purchase of Company Services and any subsequent purchases or upgrades of Company Services which may be purchased pursuant to this Agreement.

**1.19** “**Partner**” means the party entering into this Agreement by registering for and participating in the partner program.

**1.20** “**Partner Content**” means content, materials, configurations, templates, or customizations provided or made available by Partner for use within the Company Services, including but not limited to Partner-developed workflows, user interface modifications, training materials, or other deliverables intended to be used within or in support of the Company Services.

**1.21** “**Partner Portal**” shall have the meaning set forth in Section 4.1.

**1.22** “**Partner Price List**” means Company’s price list for Subscriptions to access and use the Company Services set forth in the Partner Portal and/or applicable Program Guide.

**1.23** “**Partner Tool**” means any third-party tool used by Company for the purpose of tracking and managing Partner’s participation in and receipt of payments related to this Agreement (e.g., PartnerStack).

**1.24** “**Portal User**” shall have the meaning set forth in Section 4.1.

**1.25** “**Program Guide**” means the guide for the applicable partner type accessible via the Partner Portal which includes requirements regarding lead submittal, sales activities, eligibility for Commissions, Commission amounts, and other requirements for Company’s partner program, all of which may be updated by Company from time to time and will be effective upon Company posting such updates to the Partner Portal.

**1.26** “**Subscription**” means the individual functionalities and modules of the Company Services purchased either: (i) by a Customer directly from Company; (ii) by Partner and resold to a Customer, or (iii) by Partner for use on behalf of its end customer.

**1.27** “**Territory**” means the territory(ies) identified in the Program Guide and/or on the Partner Portal, which may vary based on the particular Company Service, and which may be updated by Company from time to time.

## **2. PARTNER APPOINTMENT**

**2.1 Certification.** Partner shall fulfill all certification requirements mandated by Company, including without limitation, requirements relating to technical and sales training, service, demonstration equipment, personnel, and other criteria for specific Subscriptions (each, a “**Certification**”). The Certification process may be subject to a

fee, as set forth in the applicable Program Guide. Company shall determine, in its sole discretion, Partner's eligibility for Certification.

## **2.2 Partner Appointment**

(a) **Appointment.** Subject to the terms and conditions of this Agreement, and notwithstanding anything to the contrary in the End User Agreement, Company authorizes and appoints Partner, on a non-exclusive basis, to: (i) market and promote the Company Services on a standalone basis to generate referrals to Company; (ii) market, promote and resell the Company Services on a standalone basis, and (iii) purchase Company Services for Partner's use on behalf of Partner's end customers ("**Direct Purchase**").

(b) **Restrictions.** Except as expressly permitted in or as required to effectuate this Agreement, Partner's rights and obligations under this Agreement are non-sublicensable and non-transferable. Partner shall not resell Subscriptions Products to any person or entity located outside, or for use outside, the Territory, unless Company has agreed in writing (which approval may be given by e-mail by Company's authorized representative) to such resale on a case-by-case basis (which resale may be subject to such additional terms as Company may require, in its sole but reasonable discretion). Partner shall not actively advertise or promote the Company Services outside the Territory, without Company's prior written consent. Any inquiries from persons or entities outside the Territory shall be referred by Partner to Company.

**2.3 Reservation of Rights.** All rights not expressly granted to Partner under this Agreement are reserved by Company. Partner shall not use, copy, market, distribute, sublicense, or otherwise transfer any Company Services for any purpose or in any manner other than in connection with the exercise of its rights and performance of its obligations pursuant to this Agreement. Nothing in this Agreement shall limit or restrict Company from distributing any Company Services (or components thereof) to any customers or prospective customers itself, or by appointing other representatives or distributors therefor. Company reserves the right to restrict or prohibit sales of Subscriptions to any person or entity (including any Customer) in its sole discretion. Without limiting the foregoing, Partner is prohibited from reselling any Company Services to any person or entity that Partner knows is, or should reasonably suspect to be, a competitor (or an agent of a competitor) of Company, or a person or entity who intends to use the Company Services for any purpose other than in accordance with this Agreement.

## **3. ORDERING**

### **3.1 Purchase and Sale.**

(a) **Referral.** For Partner's referral of Customers to Company for standalone Subscriptions, Partner shall provide Customer with a Company-provided link to purchase such Subscription(s) directly from Company.

(b) **Resale.** For Partner's resale of Company Services, Partner agrees to purchase Subscriptions directly from Company, and Company shall make available Subscriptions and Company Services to Partner at the prices set forth in the Partner Portal or applicable Program Guide and on the terms and conditions of this Agreement, for resale of the Company Services to Customers in the Territory and subject to the terms of this Agreement.

(c) **Direct Purchases.** For Direct Purchases, Partner agrees to purchase Subscriptions directly from Company, and Company shall make available Subscriptions and Company Services to Partner at the prices set forth in the Partner Portal or applicable Program Guide and on the terms and conditions of this Agreement, provided such use is restricted to the Territory and is subject to the terms of this Agreement and the End User Agreement.

(d) **Clarifications.** Nothing in this Agreement shall be construed to mean a "sale" of the Intellectual Property Rights in or to any Company Services other than a sale of a subscription license to access and use such Company Services as specifically described in this Agreement.

**3.2 Order Cancellation or Changes.** Company reserves the right to cancel any Order placed by Partner, or to refuse or delay delivery thereof, if Partner (a) fails to make any payment as provided in this Agreement, or, under the terms of payment set forth in any invoice, or otherwise agreed to by Company, and Partner fails to cure such non-payment as set forth in Section 6.3, or (b) otherwise fails to comply with the material terms and conditions of this Agreement or the End User Agreement, as applicable, and fails to cure such non-compliance within

thirty (30) days of Company's written notice thereof. No such cancellation, refusal or delay will be deemed a termination (unless Company so advises Partner) or breach of this Agreement by Company.

#### **4. PARTNER PORTAL**

**4.1 Access and License.** Partner may receive access to the Company "**Partner Portal**," which is not generally available to the public. Partner may receive access to information, materials, functionality, and tools, including, but not limited to, Marketing Guidelines, pertaining to Company and Company Services (collectively, the "**Materials**"). Subject to Partner's compliance with this Agreement, and solely for the Term, Company grants Partner: (i) access to the Partner Portal; and (ii) a limited, revocable, non-exclusive, nontransferable, non-sublicensable license, to access and use the Materials, in each case solely in accordance with this Agreement. Without limiting the foregoing, Partner shall use the Materials only for the purposes of performing its obligations under this Agreement, and not for any other purpose. Each employee, agent, contractor, or other person who represents Partner or acts on its behalf including, without limitation, by accessing the Partner Portal, shall be considered a "**Portal User**." For the avoidance of doubt, Portal Users are required to accept this Agreement in order to access the Partner Portal or Materials on Partner's behalf.

**4.2 Accuracy and Maintenance of Information.** It is Partner's responsibility to provide and maintain accurate and complete account information. Partner acknowledges that Company bears no responsibility for, and shall have no liability for, any losses incurred as a result of any of Partner's inaccurate, incomplete, or untimely information.

**4.3 Unauthorized Access and Account Security.** Partner shall take reasonable steps to prevent unauthorized access to the Partner Portal, including without limitation, keeping all Portal User credentials strictly confidential and preventing unauthorized sharing. Partner shall promptly notify Company of any known or suspected unauthorized use of Partner's account, the Partner Portal or breach of its security and shall use commercially reasonable efforts to stop said breach. Partner is responsible for establishing and monitoring appropriate permissions and controls in connection with Partner's Portal Users' use of the Partner Portal.

**4.4 Responsibility for Portal Users.** Partner is responsible for the use of the Partner Portal and any activity under Partner's account by Partner and any Portal User that Partner authorizes or invites to use the Partner Portal on its behalf or under its supervision, management or control regardless of whether the actions were authorized or unauthorized and Partner's knowledge of such actions. Partner must notify its Portal Users that their use of the Partner Portal is subject to this Agreement and relevant policies. Partner shall not let a Portal User access or use the Partner Portal if they do not agree to be bound by this Agreement and relevant policies.

**4.5 Acceptable Use.** Partner is responsible for the acceptable use of the Partner Portal and Materials and any unlawful or harmful activities are expressly prohibited. Partner agrees that, while using the Partner Portal, it shall not, and shall not allow others to: (i) sell, distribute, rent, lease, lend, market, license, sublicense, transfer, commercialize, or otherwise provide unauthorized access to the Partner Portal or Materials, including but not limited to posting or otherwise making the Partner Portal available on the Internet including as a service bureau or application service provider; (ii) attempt to decompile, disassemble, reverse-engineer, hack, modify, adapt, tamper with, disable, interfere with, disrupt, translate, create derivative works, create or recreate the source code for any part of the Partner Portal or Materials, in whole or in part; (iii) modify, remove, erase, obscure, tamper with or fail to preserve any copyright or product identification, trademark, trade name, proprietary rights notices, seal, or instructional label printed or stamped on, affixed to, or encoded or recorded in or on the Partner Portal or Materials, including any copy thereof; (iv) attempt to gain unauthorized access to the Partner Portal or Materials, or bypass or breach any security device or protection used by the Partner Portal or Materials; (v) input, upload, transmit or otherwise provide to or through the Partner Portal, any information or materials that are unlawful or injurious, or contain, transmit or activate any malicious, disruptive, or harmful code; upload to, or transmit from, the Partner Portal any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or a technology that unlawfully accesses or downloads content or information stored within the Partner Portal; (vi) make available through the Partner Portal any material, content or information or take any action that is or is likely to be unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, deceptive, fraudulent, false, incorrect, misleading, invasive of another's privacy or publicity rights, harassing, profane, obscene or vulgar, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (vii) damage, destroy, disrupt, disable, impair, alter or interfere with or otherwise impede or harm in any manner the Partner Portal, Materials or Company's provision of Partner Portal to any third party, in whole or in part; (viii) access or use the Partner Portal or Materials in any manner

or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the user data of any other Company user), or that violates any applicable contract, law, rule, regulation, judicial or government order; (ix) access or use the Partner Portal or Materials for purposes of competitive analysis of the Company Services, Materials, or the development, provision or use of a competing software service or product or any other purpose that is to Company's detriment or commercial disadvantage; (x) otherwise access or use the Partner Portal or Materials beyond the scope of the licenses or authorizations granted under this Section; (xi) engage in or encourage conduct that affects adversely or reflects negatively on Company's brand, the Partner Portal, business, goodwill or reputation or causes duress, distress or discomfort to Company or anyone else, or discourages any person from using the Company Services; (xii) make any representations or warranties regarding the Partner Portal nor create any obligations or liabilities for Company related thereto. If Company believes a violation of this Section 4.5 has occurred, Company may suspend or terminate Partner's access to and use of the Partner Portal and Materials or terminate this Agreement, without advance notice to Partner.

## **5. END USER AGREEMENT; CUSTOMER AGREEMENT**

**5.1 For Referral of Company Services.** To the extent Partner is marketing and promoting Subscriptions for Company Services on a standalone basis pursuant to Sections 2.2(a)(i) above, Partner shall provide Customer with a link to purchase such Subscription(s) directly from Company, and Company will present Customer with the End User Agreement. For the avoidance of doubt, Company will maintain and manage the terms of the End User Agreement with Customer, including without limitation, support, and the collection of fees. Partner's sole authority shall be to refer Customers to Company in accordance with the terms of this Agreement.

**5.2 For Resales.** To the extent Partner is reselling the Company Services pursuant to Section 2.2(a)(ii) above, each resale shall be accompanied by an end user license agreement (or comparable agreement) that contains terms that are no less protective of Company than the terms set forth in the End User Agreement (such agreement, the "**Customer Agreement**"). To the extent Partner may have any access to the Customer's account for Company Services, the Customer Agreement shall contain a provision directly authorizing such access. For the avoidance of doubt, Partner shall not make any representations or warranties regarding the Company Services nor create any obligations or liabilities for Company related thereto.

**5.3 For Direct Purchases.** For Direct Purchases pursuant to Section 2.2(a)(iii) above, Partner acknowledges and agrees that its use of the Company Services are subject to the End User Agreement, provided that notwithstanding any language to the contrary in such End User Agreement, Partner is authorized to use the Company Service on behalf of its end customers, subject to the remaining terms and conditions of this Agreement.

**5.4 Enforcement.** As between Company and Partner, Partner is responsible for any breach of the Customer Agreement by Customers in connection with their use of the Company Services as part of Partner's resale of the Company Services, and Partner will promptly notify Company if Partner becomes aware of any such prohibited activities. Partner agrees to use reasonable efforts to diligently enforce the terms of each Customer Agreement. If Partner receives information which reasonably supports the conclusion that any Customer is in breach of any material provision of the Customer Agreement, Partner agrees to work diligently and in good faith to enforce and cause such Customer to adhere to their respective agreement. If Partner receives information which reasonably supports the conclusion that any Customer is in breach of any material provision of the End User Agreement, Partner agrees to notify Company. Upon Company's reasonable request and any obligations of confidentiality to which Partner is bound, Partner will provide Company with a copy of its form Customer Agreement.

## **6. PARTNER PRICE AND FEES, PAYMENT, EXPENSES AND COMMISSIONS**

**6.1 Partner Prices and Fees.** Partner shall pay Company the fees that may apply to Partner's participation in the program and the price or fees as set forth in the Partner Price List for each Subscription for the Company Services that (i) are resold by Partner, or (ii) Partner purchases via a Direct purchase, or as otherwise agreed in writing by the parties. From time to time, upon prior notice to Partner, Company may, in its sole discretion amend and/or change the Partner Price List by posting such amendment and/or change to the Partner Portal, provided that such amendments and/or changes are applied to all of Company's partners similarly situated to Partner.

**6.2 Taxes.** The price or fees set forth in the Partner Price List does not include local, state, federal, foreign or other taxes in the Territory (or specific region therein) including sales, use, value-added, excise, customs, export, import, withholding or similar duties, tariffs, or charges, and any related penalties and interest (collectively, “**Taxes**”). For prices and fees described in Section 6.1, Partner shall (a) assume and pay, or cause to be paid, any and all such Taxes excluding taxes based on Company’s income, or (b) provide Company with a Tax-exempt certificate acceptable to the appropriate taxing authorities (provided that, as between Company and Partner, Partner shall remain solely liable for any and all such Taxes and shall pay any Taxes subsequently deemed unpaid by such taxing authority).

**6.3 Payment and Recurring Auto Pay.** Unless otherwise agreed to between the parties, the fees and taxes described in Sections 6.1 and 6.2 for the full length of the Subscription term are payable in advance (except certification fees, which are payable annually) via credit card in U.S. dollars. **BY PROVIDING A CREDIT CARD, PARTNER AUTHORIZES COMPANY TO CHARGE THE CARD AUTOMATICALLY AT THE START OF EACH BILLING PERIOD FOR THE AMOUNT OF PARTNER’S RECURRING CHARGES FOR FEES, PLUS APPLICABLE TAXES, UNTIL PARTNER NOTIFIES COMPANY TO CANCEL AUTOMATICALLY RECURRING PAYMENTS.** It is Partner’s responsibility to keep the payment method information current, and Partner agrees that its authorization for recurring payments will continue for any replacement payment information provided by Partner or the financial institution that provides the payment card, to the extent Partner has consented to have its financial institution auto-update its payment card information for recurring payees. Partner agrees to pay all charges in full by the billing due date. Partner may not withhold any payment for any reason. Company may apply or offset payments from Partner, or monies owed to Partner, toward amounts owed to Company under the Agreement.

**6.4 Expenses.** To the extent Partner incurs any mutually agreed expenses in the performance of its obligations hereunder, Company will reimburse Partner for actual and reasonable (and without mark-up or administrative fee of any type whatsoever) expenses incurred by Partner’s personnel, provided that such expenses are pre-approved in writing by Company and are in accordance with Company’s expense policy attached hereto as Exhibit A, and incorporate herein by this reference.

**6.5 Commissions.**

(a) Eligibility. Subject to Partner’s continued eligibility and the exceptions set forth below in subsection (b), Partner may be eligible to receive certain Commissions earned during the Term as set forth in the applicable Program Guide and/or the Partner Portal. In order to earn Commissions under this Agreement, Partner must (i) have agreed to, and continue to be in compliance with, the terms of this Agreement, including without limitation, maintaining the required Certification.

(b) Exceptions. No Commission will be paid if Company determines in its sole and reasonable discretion that:

(i) The Customer is currently, or was within the past twelve (12) months, a Company Services customer as of the time Customer’s initial Order was processed;

(ii) Partner is not in compliance with the terms of this Agreement or is ineligible to receive Commissions pursuant to the terms of this Agreement;

(iii) Company fails to receive any payment or portion of payment for the applicable Customer Transaction, in which case the Commission will be reduced proportionally;

(iv) Customer’s Subscription to Company Services is canceled and Company is no longer receiving payments for such Subscription;

(v) Such compensation is disallowed or limited by applicable law; or

(vi) The applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us.

(c) Forfeited Transactions. Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the pre-requisites to earn Commission set forth herein, including as posted on the Partner Portal

or included in the Program Guide, remain uncompleted and outstanding six (6) months after a Commission is first payable to Partner, then Partner's right to receive such Commission and any Commission earned during such six (6) month period will be forever forfeited (each, a "**Forfeited Transaction**"). Once Partner complies with all of the requirements of this Section, Partner will be eligible to receive Commissions starting from the date of such compliance, provided in no event will Company have any obligation to fund any previously earned Commission associated with a Forfeited Transaction.

(d) **Commission Payment.** Company will pay Partner earned Commissions within thirty (30) days following the calendar month in which such Commissions were earned; except that for Partners entering into this Agreement through the Partner Tool, Commission payments will be made pursuant to Partner's agreement with the third-party Partner Tool provider.

**6.6 Records and Audit.** Each party shall maintain true and correct records related to (a) in the case of Partner, purchases and sales of the Subscriptions ("**Partner Sales Records**"); and (b) in the case of Company, pricing and usage information relating to the Subscriptions (the "**Company Sales Records**") for at least one (1) year after the expiration or termination of this Agreement. Company shall be entitled to audit the Partner Sales Records and Partner shall be entitled to audit the Company Sales Records, solely to the extent necessary to verify the other party's compliance with its obligations as set forth in this Agreement, upon thirty (30) days prior written notice. Any such audit shall be performed at the expense of the party requesting the audit, at the other party's principal place of business or other location where the Partner Sales Records or Company Sales Records, as applicable, are maintained during the other party's normal business hours and in a manner that does not unreasonably interfere with the normal business activities and operations of the party undergoing the audit. If an audit reveals (i) underpayment or over-retention of monies by a party to the other, the party owing the other shall, within thirty (30) days after conclusion of the audit, pay the other party such amounts due as a result of the audit. If a party has underpaid or retained monies otherwise due to the other party, then such party shall also bear the reasonable out-of-pocket costs of the audit in an amount not to exceed \$25,000.

## **7. OTHER DUTIES OF PARTNER**

**7.1 Partner Pricing.** Partner, in its sole discretion, will establish the price it charges to for the Company Services it resells to its end customers.

**7.2 Marketing; Solicitation of Orders.** Partner agrees to use its commercially reasonable efforts to promote and market and solicit orders for Subscriptions to the Company Services in the Territory during the Term. Without limiting the foregoing, Partner agrees to do the following:

(a) maintain a trained staff of qualified personnel to perform Partner's sales and other obligations hereunder and respond to Customers' questions regarding the functionality, features, and use of Company Services;

(b) furnish reasonable quantities of technical and sales information concerning Company Services to prospective Customers; and

(c) if requested by Company and agreed to by Partner, attend tradeshow or other events on behalf of Company to promote Company Services.

**7.3 Marketing Guidelines; Branding.** As necessary, Company will provide Partner with Company's marketing and advertising policies, including suggested and unacceptable methods of marketing, or branding the Company Services, sample marketing collateral or assets, materials regarding the Company Services features and performance claims, etc. (the "**Marketing Guidelines**"). During the Term, Partner may use Company Trademarks to promote the Company Services in accordance with this Agreement, provided Partner follows the usage requirements in this Section and in any Company Brand Guidelines made available to Partner. (i) Partner must: (A) only use the Company Trademarks that Company makes available to Partner, without altering them in any way; (B) only use Company Trademarks in connection with its rights and obligations under this Agreement; and (C) immediately comply if Company requests that Partner discontinue use of any or all Company Trademarks. Company reserves the right to terminate Partner's use of Company Trademarks at any time. (ii) Partner must not: (A) use the Company Trademarks in a misleading or disparaging way; (B) use the Company Trademarks in a way that implies Company endorses, sponsors or approves of Partner's services or products, or co-mingle Company Trademarks with Partner's marks or those of a third-party, without Company's express permission; (C) use, register or attempt to register any confusingly similar mark or name, including any domain name that contains the Company Trademarks or any confusingly similar

verbiage or purchase any keywords that contain the Company Trademarks; or (D) use the Company Trademarks in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

**7.4 Support.** Partner shall provide “Tier 1” support services to Customers to which Partner has resold the Customer Services, including assistance with installation, implementation, training, answering Customers’ questions, problem identification and providing resolution using workarounds delivered by Company for known issues. In addition, Partner may provide Tier 1 support if requested by any other Customer in connection with such Customer’s use of Company Services.

**7.5 Ethical Business; No Disparagement.** Partner will conduct its business in such manner as will reflect favorably on, and will not disparage, Company, the Company Services or any other Company product or service or may otherwise cause a decrease in the goodwill and reputation of any Company Trademark.

**8. Compliance with Laws.** Each party will at all times comply with all applicable laws and regulations in performing its obligations hereunder. Without limiting the generality of the foregoing:

**8.1 Customer Data.**

(a) To the extent Company receives Customer Data by or on behalf of Partner pursuant to Section 2.2(a)(i): Partner represents and warrants that: (i) Partner has obtained all necessary licenses to such Customer Data and that Partner complies with all applicable laws, rules and regulations related to privacy and data security, including obtaining all necessary consents and providing all necessary notices; and (ii) by providing the Customer Data to Company will not breach any other agreement to which Partner is a party.

(b) To the extent Company receives Customer Data pursuant to Section 2.2(a)(ii), the parties shall comply with their respective obligations set forth in the Data Processing Addendum attached hereto as Exhibit B, and incorporated herein by this reference.

(c) To the extent Company receives Customer Data pursuant to Section 2.2(a)(iii), the parties agree that the relevant terms of the End User Agreement shall apply.

**8.2 Required Permits.** Each party will at its own expense, make, obtain, and maintain in force at all times during the Term of this Agreement, all reports, registrations, licenses, permits, and authorizations required to perform its obligations under this Agreement in the Territory.

**8.3 Export Controls.** Partner will comply with, and obtain all licenses and approvals required under, all applicable export and import control laws and regulations in its use, marketing, and distribution, of Company Services including regulations of the United States Bureau of Industry and Security and other applicable agencies. Partner acknowledges that Company Services and technical data delivered under this Agreement are subject to U.S. export control laws, including the U.S. Bureau of Export Administration regulations, as may be amended, and Partner hereby agrees to comply with all such laws and regulations. Partner will ensure that the Company Services is not diverted outside the Territory in breach of this Agreement or in a manner that is contrary to the laws and regulations of any country having jurisdiction including the United States. Without limiting the generality of the foregoing, Partner agrees that it does not intend to nor will it, directly or indirectly, engage in any export or re-export (i) to any prohibited destination under U.S. export restrictions, or to any national of any such country, wherever located, (ii) to any entity or individual who Partner knows or has reason to know is engaging in the design, development or production of nuclear, chemical or biological weapons, or missile technology if a license to such entity would be in violation of any law, or (iii) to any entity or individual who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government, including the U.S. Department of Treasury’s Office of Foreign Assets Control and the U.S. Bureau of Industry and Security.

**8.4 Anti-Corruption Laws.** Partner will comply and remain in compliance with all applicable domestic and foreign anti-bribery and anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and all other applicable laws in the Territory prohibiting Partner, and, if applicable, its officers, employees, agents and others working on its behalf, from taking actions in furtherance of an offer, payment, promise to pay or authorization of the payment of anything of value, including but not limited to cash, checks, wire transfers, tangible and intangible gifts, favors, services, offers of employment and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value, to: (i) an executive, official, employee or agent of a governmental department, agency or instrumentality, (ii) a director, officer, employee or agent of a

wholly or partially government-owned or -controlled company or business, (iii) a political party or official thereof, or candidate for political office, or (iv) an executive, official, employee or agent of a public international organization (e.g., the International Monetary Fund or the World Bank) (“**Government Official**”) or any other person; while knowing or having a reasonable belief that all or some portion will be used for the purpose of rewarding or: (1) influencing any act, decision or failure to act by a Government Official in his or her official capacity, (2) inducing a Government Official to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity, (3) inducing any person to use his or her influence to improperly affect any act or decision of their employer, or (4) securing an improper advantage; in order to obtain, retain, or direct business. Without limiting the foregoing, Partner represents and warrants that it will not use any payment or other benefit derived from the other party or this Agreement, or from any Customers to offer, promise or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting this Agreement.

**8.5 Unfair Trade Practices.** Partner shall not engage in any deceptive, misleading, illegal, unethical, or unfair trade practice, each as defined and prohibited under applicable law, including (a) false or misleading representations concerning the Company Services; (b) illegal “loss leader,” “bait and switch” or other misleading or deceptive advertising; or (c) any unlawful practice desired improperly to control prices.

## **9. Indemnification**

**9.1 Partner Indemnity.** Partner will, at its own expense, indemnify and hold harmless Company and its Affiliates, and each of their respective directors, employees, and agents (each, a “**Company Indemnitee**”), from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) brought by third parties (including any Customer) (collectively, “**Claims**”) to the extent resulting from: (i) any breach by Partner of its representations, warranties, obligations, duties, or responsibilities set forth in this Agreement; (ii) any actions or omissions on the part of Partner in marketing, reselling or using the Company Services in violation of the terms of this Agreement or the End User Agreement, as applicable; (iii) any misuse of, or unauthorized access to, Customer’s Company Services account by Partner or any of its employees or agents; (iv) any representations, warranties, guarantees, or other written statements made by or on behalf of Partner (including by employees or agents of Partner) relating to any Company Services; or (v) any breach by a Customer of the Customer Agreement, provided, however, that Partner’s indemnification obligations herein shall not extend to any Claims to the extent caused by or arising from Company’s indemnification obligations set forth below.

**9.2 Company Indemnity.** Solely as related to Partner’s resale of the Company Services pursuant to Section 2.2(a)(ii), Company will, at its own expense, indemnify and hold harmless Partner, and its Affiliates, and each of their respective directors, employees, and agents (each, a “**Partner Indemnitee**”), from and against any Claims to the extent resulting from an (i) any defects in any of the Company Services resold by Partner as authorized hereunder; or (ii) any Claim that the Company Services resold by Partner pursuant to this Agreement and/or the authorized use thereof by Customer infringes upon the intellectual property rights of any third party. THIS SECTION SETS FORTH COMPANY’S SOLE LIABILITY AND THE PARTNER INDEMNITEE’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

**9.3 Indemnification Procedures.** The indemnifying party will defend any and all such Claims and the settlement thereof, at its sole cost and expense. Under no circumstances shall the indemnifying party enter into any settlement that involves an admission of liability, negligence or other culpability of the indemnified party or require any Company Indemnitee or Partner Indemnitee, as applicable, to contribute to the settlement without the indemnified party’s prior written consent. The indemnified party may participate and retain counsel at their own expense.

## **10. PROPRIETARY RIGHTS**

**10.1 Company Services.** Company retains all right, title and interest, including without limitation all Intellectual Property Rights, in and to the Company Services, Company Trademarks, and any Customer Data collected by the Company Services for Customers who have entered into the End User Agreement. Company Services are provided under license and are not sold, notwithstanding the use of the words “resale” or “sell” in this Agreement. Neither party grants any implied licenses in this Agreement.

**10.2 Partner Content.** Partner retains ownership of the Partner Content. Partner hereby grants Company a

non-exclusive, worldwide, royalty-free, fully paid, sublicensable, transferable, perpetual, and irrevocable license to use, reproduce, display, perform, modify, distribute, and otherwise exploit the Partner Content as necessary or useful to provide, operate, maintain, improve, and support the Company Services (including any customizations or configurations requested by Partner).

**10.3 Partner Tool.** The Partner Tool belongs to, and is the property of, the applicable third-party tool provider and is protected by intellectual property laws. In order to use the Partner Tool, Partner is required to agree to the applicable Partner Tool terms and conditions, which govern Partners use of the Partner Tool. Partner acknowledges and agrees that the Partner Tool is provided by a third party and not Company and Company has no liability related to Partner's use or the third-party provider's provision of the Partner Tool except as expressly provided herein.

**10.4 Feedback.** To the extent Partner sends or transmits any communications, comments, questions, suggestions, or related materials to Company, whether by letter, e-mail, telephone, or otherwise, whether originating from Partner or any Customer, suggesting or recommending changes to the Company Services, or any part thereof, including, without limitation, new features or functionality relating thereto (collectively, "**Feedback**"), Partner hereby grants Company a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid-up, fully-transferable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) under Partner's Intellectual Property Rights to reproduce, prepare derivative works of, distribute, perform, display, and otherwise fully use, practice and exploit such Feedback for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback, provided that such Feedback does not include or reference of any of Partner's Confidential Information and does not identify, and is not capable of identifying, Partner, or any of its Customers. Partner agrees and understands that Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and Partner has no right to compel such use, display, reproduction, or distribution.

**10.5 Company Trademark License.** Subject to the terms and conditions of this Agreement, Company grants to Partner a non-exclusive, non-transferable, revocable, royalty-free license during the Term, without the right to grant sublicenses, to use and reproduce, in compliance with Company's then-current trademark usage policies and guidelines, the Company Trademarks solely in connection with marketing Company Services in the Territory in accordance with this Agreement. Partner agrees to state on all materials using the Company Trademarks that the Company Trademarks are trademarks of Company, and to include the symbol <sup>TM</sup>, <sup>SM</sup>, <sup>®</sup>, or other symbol, as specified by Company, as Company grants no rights in the Company Trademarks other than those expressly granted in this Section 8.3. Partner acknowledges Company's and its licensors exclusive ownership of the Company Trademarks. Partner agrees not to take any action inconsistent with such ownership and to cooperate, at Company's reasonable request and expense, in any action (including the conduct of legal proceedings), which Company deems necessary or desirable to establish or preserve Company's or its licensors' exclusive rights in and to the Company Trademarks. Partner will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Company Trademarks or in such a way as to create combination marks with the Company Trademarks which creates a single or unitary mark. Company reserves the right to require Partner to, and Partner agrees to, correct any materials, or cease the distribution of any material that incorrectly represents any Company Services.

## **11. Confidentiality**

**11.1 Confidential Information.** Each party (the "**Disclosing Party**") may from time to time during the Term of this Agreement disclose to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, ("**Confidential Information**"). Except as otherwise specified in this Section, the Disclosing Party will (a) mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend, and (b) identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information to the Receiving Party within thirty (30) days after such oral disclosure. Regardless of whether so marked or identified, the following will be considered Company's Confidential Information: (i) the Company Services, Partner Price List, and any and all technical, operational, or financial information furnished by Company hereunder and (ii) any and all other information furnished by Company hereunder that the Partner knew or should have known, under the circumstances, was considered confidential or proprietary by Company.

**11.2 Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**11.3 Exceptions.** The Receiving Party's obligations under Section 9.2 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is or was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is or was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information.

**11.4 Required Disclosure.** The Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (a) approved in writing by the Disclosing Party; (b) necessary for the Receiving Party to enforce its rights under this Agreement; or (c) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**11.5 Return of Confidential Information.** The Receiving Party will either, at its option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 9.5.

**11.6 Confidentiality of Agreement.** Neither party will disclose any terms of this Agreement to anyone other than its Affiliates, attorneys, accountants, and other professional advisors under a duty of confidentiality except (a) as required by law, or (b) in connection with a proposed merger, financing, or sale of such party's business (provided that any third party to whom the terms of this Agreement are to be disclosed is under a duty of confidentiality).

**12. PARTNER WARRANTY.** Without limiting any other representation or warranty expressly set forth in this Agreement, Partner represents and warrants that: (i) Partner will maintain all Certification(s) required pursuant to Section 2.1; (ii) Partner's obligations under this Agreement will not conflict with any of Partner's obligations under a third-party agreement or other arrangement or any fiduciary or other duty Partner owes to a third-party company or other entity or cause a conflict of interest; (iii) Partner will comply with any and all applicable laws, rules and regulations; (iv) Partner will comply with the Payment Card Industry (PCI) rules and procedures for the secure handling of any payment card information provided to Partner for the purposes of processing Customer payments for Company Services; (v) Partner will not, and will not permit or assist anyone else to copy, decompile, or reverse engineer any part or feature of Company Services, or introduce any malware or harmful or malicious code or take any action that interferes with, damages, or accesses or uses in any unauthorized manner any of the Company websites, applications, hardware, software, platforms or systems, or those of any user; (vi) Partner will, at all times, conduct itself in a professional and respectable manner in accordance with the accepted community standards, and will not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Company, its Customers, or to the public, and will take no action or inaction that is likely to disparage or harm the reputation of Company or its products and services, including the Company Services; (viii) Partner will not refer any Customer who Partner knows or believes may use Company Services for any illegal purpose; (ix) Partner will not use the Company Services or Marketing Guidelines for any illegal purpose; (x) Partner will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests from potential customers, and will establish and maintain systems and procedures appropriate to effectuate all such requests Partner receives in relation to its marketing efforts for Company Services; and (xi) Partner has all necessary rights, licenses, consents, and permissions

to provide the Partner Content to Company and to grant the license set forth in Section 10.2, and that the Partner Content, and Company's use of the Partner Content in accordance with this Agreement, will not infringe, misappropriate, or otherwise violate any intellectual property or proprietary rights of any third party.

### **13. COMPANY WARRANTY; EXCLUSIONS; DISCLAIMER**

**13.1 Warranty.** Company represents and warrants that (a) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement, (b) it is in compliance with all laws, rules and regulations applicable to this Agreement, the Company Services and the operation of its business.

**13.2 Exclusions.** Notwithstanding anything in this Agreement to the contrary, Company will have no responsibility or liability of any kind, whether for breach of warranty or otherwise that would not have occurred but for: (a) combination of the Company Services with products, equipment, software, or data not supplied by Company without Company's authorization; (b) any use based on unauthorized distribution or sale of the Company Services in violation of this Agreement; (c) any use of the Company Services other than in accordance with the applicable documentation; (d) any modification of the Company Services by anyone other than Company or its authorized contractors or by Partner as permitted herein; or (e) any third product software or materials not provided or authorized by Company.

**13.3 Disclaimer.** Company does not grant to Partner, and Partner acknowledges and agrees that it has not entered into this Agreement in reliance upon, any warranty or representation regarding the Company Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR GUARANTEE WHATSOEVER, AND COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY PURPOSE, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE COMPANY SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE COMPANY SERVICES, THE PARTNER PROGRAM OR THE PARTNER TOOL FOR ANY PURPOSE. NO WARRANTIES ARE MADE BY ANY OF COMPANY'S SUPPLIERS.

**13.4 LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING FROM COMPANY'S INDEMNITY OBLIGATIONS, BREACH OF CONFIDENTIALITY OBLIGATIONS, OR GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST PROFITS OR LOST DATA, ARISING FROM OR RELATING TO THIS AGREEMENT, THE COMPANY SERVICES, OR ANY SERVICES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE COMPANY SERVICES, AND SERVICES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL COMMISSION AMOUNTS PAID OR PAYABLE TO PARTNER BY COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM FIRST AROSE. COMPANY DISCLAIMS ALL LIABILITY OF ANY KIND FOR COMPANY'S SUPPLIERS OR AFFILIATES. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES SET FORTH IN THIS AGREEMENT.

### **14. TERM; TERMINATION**

**14.1 Term.** The term of this Agreement will begin upon the date in which Company notifies Partner that it has been accepted in the Partner Program and will continue until terminated as provided herein (the "Term").

**14.2 Termination Without Cause.** Either party may terminate this Agreement on fifteen (15) days written notice to the other party for any reason or no reason.

**14.3 Termination for Cause.** Company may terminate this Agreement: (i) upon five (5) days' notice to Partner of a material breach of this Agreement if such breach remains uncured at the expiration of such period, (ii) immediately, if Partner becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iii) immediately, if Partner breaches the terms applicable to its Company Services subscription (if applicable), including if Partner defaults on its payment obligations to us, or (iv) immediately, if Company determines that Partner is acting, or has acted, in a way that has or may negatively reflect on or affect Company or its products and services, its prospects, its customers, the partner program, any other partner or participant in any of Company's other third-party marketing or sales programs.

#### **14.4 Effect of Termination**

(a) Payment. Upon termination or expiration of this Agreement for any reason:

(i) **Referral.** Any Commissions owed to Partner for the Customer referrals to Company Services pursuant to Section 2.2(a)(i) accrued before such termination or expiration will be paid by Company within thirty (30) days of the termination or expiration date.

(ii) **Resale; Direct Purchase.** For resale of Company Services pursuant to Section 2.2(a)(ii) and Direct Purchases pursuant to Section 2.2(a)(iii): (i) any amounts owed to Company under this Agreement before such termination or expiration will be immediately due and payable; and (ii) any associated Commissions owed to Partner will be paid by Company within thirty (30) days of the termination or expiration date.

(iii) **No Commissions.** For the avoidance of doubt no Commissions will be owed or paid to Partner related to any activity occurring post termination or expiration of this Agreement.

(b) Appointment; Licenses. Upon termination or expiration of this Agreement for any reason, the appointment and all licensed rights granted to Partner and Company in this Agreement will immediately cease to exist. Partner shall return to Company all existing sales and marketing materials furnished by Company hereunder, including, without limitation, and demonstration versions of the Company Services, and comply with Partner's obligations under Section 9.5.

(c) End User Agreements; Customer Agreements. Upon expiration or termination of this Agreement for any reason:

(i) **End User Agreement.** The End User Agreement between Company and Partner, if any, along with all rights and obligations therein, shall automatically terminate. Any End User Agreement between Company and a Customer will not be impacted by the expiration or termination of this Agreement.

(ii) **Customer Agreements.** Regarding any Customer accessing the Company Services via a Customer Agreement, Partner shall reasonably cooperate with Company to facilitate the transition of Customers to, at Company's discretion, a direct contractual relationship with Company or a contractual relationship with another participant in Company's partner program. Without limiting the generality of the foregoing, Partner shall, within fifteen (15) days of receiving or providing notice of termination, notify all Customers accessing the Company Services via a Customer Agreement that such Customer's access to the Company Services may be affected and inform such Customers of their option to enter into a direct agreement with Company or another participant in Company's partner program. Company may also communicate directly with such Customers regarding such transition.

(d) Survival. The following Sections will survive expiration or termination of this Agreement for any reason: 10.1, 10.2, 10.3, 10.4, 11, 12, 13, 14.4, 15 and any other provision that by its nature would continue beyond the termination, cancellation, or expiration of this Agreement.

## 15. GENERAL

**15.1 Relationship.** The parties' relationship is that of independent contractors and neither party is an agent or partner of the other, and nothing contained in this Agreement will be construed to give either party the power to direct or control the day-to-day activities of the other. Partner will not have and will not represent to any third party that it has, any authority to act on behalf of Company. All financial obligations associated with Partner's business are the responsibility of Partner. Partner acknowledges and agrees that some or all of the services provided by Company may be performed by Company's authorized contractors, provided that Company alone shall be liable to Partner for any acts or omissions of such contractors relating to their performance of services in connection with this Agreement.

**15.2 Publicity.** Any press release by either party, which identifies the other party, or the relationship under this Agreement, shall be coordinated with and subject to the written approval of the other party (which approval may be given by e-mail) prior to the release thereof. Notwithstanding the foregoing, however, Company shall be entitled to refer to Partner and to the relationship under this Agreement on its website and in its promotional and marketing materials relating to the Company Services.

**15.3 Governmental Approval.** If any approval with respect to this Agreement, or the notification or registration thereof, will be required at any time during the Term of this Agreement, with respect to giving legal effect to this Agreement in the Territory, or with respect to compliance with exchange regulations or other requirements so as to assure the right of remittance abroad of U.S. dollars pursuant to this Agreement, Partner will take whatever steps may be reasonably necessary to effectuate the foregoing, and Partner will keep Company reasonably informed of Partner's efforts in this connection.

**15.4 Non-Solicitation.** During the Term of this Agreement, neither party will directly or indirectly solicit, induce, or attempt to induce any employee or independent contractor of the other party to terminate or breach any employment, contractual, or other relationship with the other party, provided that nothing shall prohibit a party from hiring or engaging an employee or contractor of the other party that has responded to a general employment advertisement placed by such party (e.g., in newspapers, trade magazines or web sites).

**15.5 Assignment.** Partner will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of Partner's assets, change of control or operation of law, without Company's prior written consent. Company may assign this Agreement to any affiliate or successor in interest in the event of merger, reorganization, sale of all or substantially all of its assets related to the Partner program, change of control or operation of law.

### **15.6 Waiver of Class Action and Jury Trial and Consent to Binding Arbitration**

(a) Where Company is Thryv, Inc. and Partner is not located in Australia: **In any legal proceeding relating to this Agreement, the parties agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury.** Any claim, controversy, or dispute that arises under or relates to this Agreement (other than claims to collect amounts Partner owes hereunder) will be referred by the aggrieved party **to binding arbitration under the Commercial Rules of the American Arbitration Association (AAA). The arbitration shall occur in Dallas County, Texas unless the parties mutually agree to another location. The arbitration hearing shall be held within 6 months after the filing of the arbitration demand with the AAA.**

(b) Where Company is Thryv Canada Holdings, LLC: Any claim, controversy, or dispute that arises under or relates to this Agreement (other than claims to collect amounts Partner owes hereunder) will be referred by the aggrieved party **to binding arbitration under the Arbitration Act (1991). The arbitration shall occur in Toronto, Canada unless the parties mutually agree to another location.**

(c) If Partner is located in Australia, Section 15.6(a) does not apply.

(d) The above-mentioned arbitration provisions shall not apply to and will not bar litigation regarding any claims to prevent the expiry of a limitation period, or either party from seeking and obtaining from a court of competent jurisdiction any equitable, interim, or provisional relief, including a temporary restraining order or

other injunctive relief, to prevent a party's material breach or non-performance, or specific performance. Either party may at any time, without inconsistency with this Agreement, seek from a court of competent jurisdiction any equitable, interim, or provisional relief only to avoid irreparable injury.

### **15.7 Governing Law; Venue.**

(a) Where Company is Thryv, Inc.:

(i) And where Partner is located in the United States, the Agreement will be governed by Texas law. Exclusive venue and jurisdiction for all claims and disputes that are not subject to arbitration pursuant to Section 15.6(a) will be in the state and federal courts located in Tarrant County, Texas.

(ii) And where Partner is located in Australia, the Agreement will be governed by the laws of Victoria, Australia, without regard to the conflict of laws provisions thereof. Exclusive venue and jurisdiction for all claims and disputes in connection with this Agreement will be in the state and federal courts located in Victoria, Australia.

(iii) And where Partner is not located in either the United States or Australia, the Agreement will be governed by Texas law. Exclusive venue and jurisdiction for all claims and disputes in connection with this Agreement will be in the courts located in the jurisdiction of Partner's residence.

(b) Where Company is Thryv Canada Holdings, LLC, the Agreement, and any dispute arising out of or related to this Agreement, will be governed exclusively by the laws of Ontario and applicable Canadian federal laws, without regard to its conflicts of laws rules. Exclusive venue and jurisdiction for all claims and disputes that are not subject to arbitration pursuant to Section 15.6(a) will be in the provincial and federal courts located in Toronto, Ontario.

**15.8 Time Limit on Claims Permitted.** Except for actions for nonpayment, breach of a party's confidentiality obligations, violation of a party's proprietary rights, or invoking a party's indemnification obligations, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued or should have been discovered using reasonable diligence.

**15.9 Notices.** All notices, consents and approvals under this Agreement must be delivered in writing by courier, by electronic mail (email), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth below, and will be effective upon confirmation of receipt with respect to email, and, with respect to certified or registered mail, upon receipt or when delivery is refused three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

(a) If to Company:

(i) If Partner is not located in Australia: Thryv, 2200 West Airfield Dr. PO Box 619810, DFW Airport, TX 75261 - Attention: Contract Management

(ii) If Partner is located in Australia: Thryv Australia, Locked Bag 2910, Melbourne VIC 3001

(b) If to Partner: To Partner's address as provided in Partner account information.

**15.10 Waivers; Severability.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**15.11 Construction; Language.** The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to." The official text of this Agreement will be in English. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and

not to any translation into another language. The parties acknowledge that they require that this Agreement be drawn up in the English language only.

**15.12 Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, telecommunications or Internet failure, or any other event beyond the reasonable control of such party.

**15.13 Third Party Beneficiaries.** This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties and any person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Agreement; except that Company shall be a third party beneficiary with respect to the Customer Agreement, and shall be entitled to directly enforce against any Customer, and rely upon any provision of the Customer Agreements that confers a right or remedy in favor of it.

**15.14 Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. In entering into the Agreement, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement. Each party irrevocably and unconditionally waives all claims, rights, and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. Except as otherwise stated, this Agreement may be amended only by a written document signed by both parties.

## Exhibit A

### Expense Reimbursement

**1. Reimbursement of Actual Expenses**

If expenses are reimbursable to Partner under the terms of this Agreement, Company will reimburse Partner for reasonable and actual expenses incurred by them on behalf of Company in carrying out authorized work assignments under the Agreement, a Statement of Work or Purchase Order. Under no circumstances shall Partner seek reimbursement for expenses in excess of those actually incurred solely for the purpose of performing the services.

**2. Authorized Activities**

The terms “Authorized Work Assignments” or “Authorized Travel,” or any other authorized activity as used in this Exhibit shall mean those authorized under the terms and conditions of the Agreement to which this Exhibit is attached or by Company in writing prior to actually incurring the expense.

**3. Documentation**

Documentary evidence must be submitted for all expenditures of any amount for lodging, airline transportation, inner-city railroad and bus transportation, and auto rental. In addition, documentary evidence must be submitted for any other expenditure of Ten Dollars (\$10) or more to establish the amount, date, place, and essential character of the expenditure. Original or photocopies of credit or charge card receipts are acceptable as documentary evidence.

**4. Non-reimbursable Expenditures**

Non-reimbursable expenses and charges which are included in the submitted receipts, paid bills or documents shall be identified. Deduction of such items shall be made directly on the receipts and bills. Only the amount representing Company’s reimbursable expenses shall be claimed and included on any invoices.

**5. Allowable Expenses**

Expenditures shall be appropriate to the Company business undertaken and reasonable in the judgment of Company. The most common allowable expenses include but are not limited to the following.

- a. Meals - Reimbursement for personal meals can only be claimed when a Partner is away from his/her normal workplace on Company's business as evidenced by a receipt for lodging.
- b. Reimbursable expenses for meals are reimbursed for the reasonable actual costs of meals up to a daily meal limit in the matrix below including tips:

<b>Country</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Total</b>
USA	25%	25%	50%	\$65 USD
Australia	25%	25%	50%	\$115AUD
Canada	25%	25%	50%	\$90 CAD
Dominican Republic	25%	25%	50%	\$3600 DOP
New Zealand	25%	25%	50%	\$105 NZD

**The daily meal limits above are not per diems.** Only actual meal expenses are reimbursed, and documentary evidence is required per Section 3 above.

c. Hotel/Motel Room

- i. Company has negotiated rates with many hotel/motel chains (“**Preferred Hotels**”). Partners should inquire and utilize these Company Preferred Hotels whenever possible for hotel/motel accommodations.

- ii. Partners are entitled to a single room with bath when traveling outside their normal reporting location. Partners are expected to use neither inadequate nor luxurious quarters. Hotel/Motel accommodations should be obtained in the Partner's name and the bill settled at checkout time. Only lodging bills marked "PAID" or those accompanied by receipts indicating payment of the hotel/motel charge will be considered sufficient documentation for reimbursement purposes.
- iii. The room rate in U.S. locations must not exceed One Hundred Seventy-Five Dollars (\$175) excluding state and local taxes; with the exception of lodging in
  - (a) New York City, where the maximum reimbursable rate is Three Hundred Seventy-Five Dollars (\$375),
  - (b) San Francisco, where the maximum reimbursable rate is Three Hundred Thirty Dollars (\$330), and
  - (c) Boston where the maximum reimbursable rate is Three Hundred Forty-Five Dollars (\$345).

If an expense is submitted with lodging that exceeds the limit above, the expense will not be processed for payment. If Partner is unable to meet the criteria listed above, exceptions may be obtained when pre-approved in writing by Company.

- d. Laundry and Valet - Reimbursement is permitted in a reasonable amount, while on a trip of more than five consecutive business days duration.
- e. Gratuities - Reimbursement is permitted, in reasonable amounts, paid in accordance with the following guidelines: meals - 15% to 20% (exclusive of taxes); taxis - 15% - 20% of fare; porters and bellhops – \$2 per first bag, \$1 per additional bag.
- f. Telephone - Telephone expense reimbursement shall be limited to business expenditures necessary for Partner's performance of its obligations (including reasonable charges for online access necessary to perform the Partner's obligations). When possible, telephone calls should be made from other than hotel telephones to avoid surcharges that most hotels impose.

## 6. Unallowable Expenses

- a. Unallowable Expenses
  - i. Unless pre-approved in writing, expenses for administrative support, office overhead, office supplies, copying, printing, fax transmissions, and secretarial or clerical support shall not be reimbursable.
  - ii. Travel insurance under a travel accident insurance policy shall not be reimbursable.
  - iii. Personal expenses incurred while traveling, i.e., haircuts, shoeshines, movies, newspapers, etc., shall not be reimbursable.
  - iv. The cost of traveler's checks is not reimbursable.
  - v. Alcoholic beverages of any kind are not reimbursable unless consumed in connection with a regular meal and are included in the meal limits described above.

## 7. Transportation

- a. Air Travel
  - i. Domestic air travel shall be at coach rates unless prior written approval is obtained from Company. Cost of unused tickets shall not be reimbursable.

Checked baggage fees for up to two bags are reimbursable for trips that are of 3 consecutive business days or more. Baggage fees for personal items such as golf

clubs, etc. are not reimbursable.

Special fees for early boarding, exit row seats, pillows, blankets, etc. are not reimbursable.

ii. Travel Accommodations

Unless preapproved in writing by Company all Partners will use economy/tourist accommodations.

b. Railroad and Bus Travel

Rail or Bus ticket expense in lieu of air travel is reimbursable.

c. Auto Rental

- i. Mid-size or compact cars are to be rented in most circumstances. Full-size cars are only to be rented in extraordinary circumstances when pre-approved by Company in writing.
- ii. Collision damage waiver insurance is not reimbursable.
- iii. Accident insurance with medical expense benefits is not reimbursable.
- iv. When submitting the charge for reimbursement, the customer's copy of the rental agreement shall be attached.
- vi. The Partner must purchase gasoline for the rental car before returning it. Fuel charges from the car rental company are not reimbursable unless preapproved in writing by Company.

d. Personal Automobile

- i. Mileage from the person's home to the departing airport is not reimbursable. Remote airport parking is reimbursable for up to 2 days duration. For trips that exceed 2 days the Partner should make other travel arrangements to the departing airport. Public transportation costs such as public shuttle service is reimbursable. Car or limousine service from the person's home to the departing airport is not reimbursable unless preapproved in writing by Company.
- ii. Personal cars may be used on business trips provided the Partner's employee's automobile insurance covers business use and public liability coverage is at least One Hundred Thousand Dollars/Three Hundred Thousand Dollars (\$100,000/\$300,000) and property damage coverage is at least Fifty Thousand Dollars (\$50,000).
- iii. Since travel time may be lengthened due to the use of this means of travel, any additional lodging and meal expense will not be considered as a reimbursable expense.
- iv. This expense is to be recorded and reimbursement at the then current rate per mile as defined by the IRS for the round-trip distance between the base location and the city being visited. Total reimbursement will not exceed allowed round trip airfare.
- v. Any increase in the Partner's insurance premiums resulting from accidents during the use of a personal automobile on authorized business travel is not reimbursable.
- vi. Collision insurance is not provided by Company, and any physical damage to the Partner's automobile is not reimbursable. Premiums for obtaining such coverage are not reimbursable.
- vii. Company will not reimburse a Partner for commuting miles between the employee's home and office.

## 8. International

This portion defines the requirements with respect to reporting expenses and receiving reimbursement for U.S. personnel traveling to international locations.

- a. Each Partner traveling overseas is responsible for his/her own expenses including meals, lodging,

- transportation, and miscellaneous expenses.
- b. Actual and reasonable expenses will be reimbursed. Daily meal allowances are not applicable to international travel.
  - c. Foreign Currency Transactions
    - i. For control purposes, credit cards should be used for payment of all expenses where possible. Use of cash as payment for expenses should be kept to a minimum.
    - ii. Partners are responsible for translating expenses into U.S. dollars. The Partner must write the exchange rate on all receipts and calculate the U.S. dollar amount.
    - iii. Partners traveling to one of the above countries must attach a foreign currency exchange receipt to their report. Receipts are given by airport currency exchanges, banks, and hotels when Partner converts U.S. dollars to local currency or local currency to U.S. dollars.
    - iv. The following documents must be provided to document the exchange rate(s).
      - (a) A copy of the original receipt showing the exchange rate used or a copy of the currency exchange receipt.
      - (b) A copy of the credit card statement showing the exchange rate used.

## Exhibit B

### Data Processing Addendum

This Data Processing Addendum (this “**Addendum**”) forms part of the Agreement between Partner and Company and governs Company’s Processing of Partner’s Personal Data,

#### 1) Definitions

“**Agreement**” means the agreement between Company and Partner covering Partner’s use of the Services, which incorporates by reference the terms of this Addendum.

“**Affiliate**” means any entity within a controlled group of companies that directly or indirectly, through one or more intermediaries, is controlling, controlled by, or under common control with one of the Parties.

“**AUS Privacy Act**” shall mean the Privacy Act 1988 (Cth) of Australia, and the Australian Privacy Principles set forth therein.

“**CCPA**” means the California Consumer Privacy Act of 2018, as amended and superseded from time to time, including by the California Privacy Rights Act of 2020, and the regulations promulgated thereunder.

“**Company**” means Thryv, Inc., unless the Controller is in Canada, in which case it means Thryv Canada Holdings, LLC.

“**Company Confidential Information**” shall have the meaning set forth in Section 15.

“**Controller,**” “**Processor,**” “**Data Subject,**” “**Personal Data,**” “**Personal Data Breach,**” “**Processing,**” “**Sell,**” “**Share**” and “**Supervisory Authority**” each have the meaning set forth under applicable Data Protection Laws (including equivalent terms).

“**Data Protection Authority**” shall have the meaning set forth in Section 12.

“**Data Protection Laws**” means all applicable state/regional, national, and international laws, orders, regulations, and regulatory guidance now or in the future relating to information security, privacy and data protection including without limitation, US State Privacy Laws, the AUS Privacy Act, the NZ Privacy Law, the GDPR and laws in the EU and UK implementing or supplementing the GDPR, as well as any other applicable U.S. privacy laws.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such Personal Data.

“**Model Clauses**” means: (a) where the GDPR applies, the standard contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU)2016/679 of the European Parliament and of the Council (“**EU SCCs**”); (b) where the UK GDPR applies, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force 21 March 2022 (“**UK SCCs**”); and (c) where the Swiss Data Protection Act applies, the applicable standard data protection clauses (the “**Swiss SCCs**”) issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner (the “**FDPIC**”), each as may be updated from time to time.

“**NZ Privacy Law**” means the New Zealand Privacy Act 2020 and any rules, regulations or codes that are created pursuant that Act.

“**Partner**” shall mean the party listed as Partner in the Agreement.

“**Partner Personal Data**” shall have the meaning set forth in Section 2.

“**Personnel**” shall have the meaning set forth in Section 6.

“**Restricted Transfer**” means any transfer of Partner Personal Data protected by Data Protection Laws to a Third Country or an international organization in a Third Country (including data storage on foreign servers).

“**Services**” means the services to be provided by Company for the benefit of Partner that are specified in the Agreement.

“**Specific Business Purpose**” shall have the meaning set forth in Section 3.

“**Sub-Processor**” means a third-party subcontractor engaged by Company which, as part of Company’s role of delivering the Services, will Process Partner Personal Data.

“**ROPA**” shall have the meaning set forth in Section 14.

“**US State Privacy Laws**” means applicable state laws, orders, regulations, and regulatory guidance now or in the future relating to information security, privacy and data protection including without limitation: (a) the CCPA; (b) Virginia’s Consumer Data Protection Act; (c) the Colorado Privacy Act (d) Connecticut’s Act Concerning Data Privacy and Online Monitoring; (e) the Utah Consumer Privacy Act; and (e) all implementing regulations of the foregoing.

2) **Company’s Obligations.** Company acknowledges that in the course of performing the Services, it may Process Personal Data for Partner or on its behalf (“**Partner Personal Data**”). Company represents and warrants to Partner continuously throughout the term of the Agreement that it will: (a) only Process Partner Personal Data in accordance with the relevant documented instructions provided by Partner (including with regard to Restricted Transfers), for the purposes set out in the Agreement and only to the extent necessary to perform the Services and its obligations hereunder, (b) comply with the restrictions set out in Section 4 below, (c) not copy, modify, or create derivative works of any Partner Personal Data (including, without limitation, aggregated and/or anonymized data) except with Partner’s prior consent or as may be permitted by any applicable law which is incapable of exclusion by contract, (d) implement and maintain organizational, administrative, physical and technical safeguards meeting the standards of good industry practice to prevent the unauthorized Processing, destruction or loss of Partner Personal Data in Company’s possession, custody or control, (e) implement and maintain an appropriate network security program that includes encryption of all Partner Personal Data, (f) ensure its compliance with Data Protection Laws, (g) take all reasonable precautions with respect to the employment of and access to Partner Personal Data given to Personnel (defined below) and Sub-Processors, and (h) at Partner’s reasonable request, provide Partner, at Partner’s cost, with a complete copy of or full access to any and all Partner Personal Data that may be in Company’s possession.

3) **Processing Partner Personal Data.** Partner and Company acknowledge and agree that with regard to the Processing of Partner Personal Data in the context of the provision of the Services, Partner and/or its Affiliates is/are the Controller, Company is a Processor and that Company may engage Sub-Processors pursuant to the requirements set forth in Section 7 (Sub-Processors) below.

a) All verbal instructions are to be confirmed in writing or by email without undue delay. Company shall inform Partner immediately if it considers that an instruction violates Data Protection Laws or if it is required to Process Partner Personal Data outside the scope of Partner’s instructions.

b) The nature and purpose of Processing Partner Personal Data by Company is the performance of the Services pursuant to the Agreement, as set out on Annex 1 (the “**Specific Business Purpose**”). The duration of the Processing shall be for the duration of the Agreement and the rights and obligations under this Addendum shall remain in force after termination of the Agreement until all Partner Personal Data Processed under this Addendum is deleted on the systems of Company and its Sub-Processors. Details about Processing, including the types of Partner Personal Data Processed, the categories of Data Subjects under this Addendum, and the jurisdictions where Processing may occur are set out on Annex 1.

- c) Company shall, at Partner's cost (a) provide reasonable cooperation, assistance, and information to Partner in relation to queries, complaints and other correspondence with any Data Subject or regulatory body (including Data Subject access requests) and as may reasonably be required to enable Partner to comply with its obligations under applicable Data Protection Laws, and (b) amend, update, supplement, return or delete any Partner Personal Data as soon as reasonably practicable at Partner's request.
- 4) **U.S. State Privacy Laws.** Pursuant to CCPA and other US State Privacy Laws, the parties agree that the Company is a "Service Company" or "Processor," as applicable, as such terms are defined under US State Privacy Laws. Company will not (a) retain, use, or disclose any Partner Personal Data outside the direct business relationship between Company and Partner, or for any purpose other than for the "Specific Business Purpose," as set out in Annex 1 hereto or as otherwise allowed under US State Privacy Laws, and Company shall only Process Personal Data only as long as it provides Services to Partner; (b) Sell any Partner Personal Data; (c) Share any Partner Personal Data; or (d) combine the Personal Data that Company receives from, or on behalf of, Partner with Personal Data that it receives from, or on behalf of, another person, or collects from its own interaction with a consumer, provided that Company may combine Partner Personal Data if it is within the scope of providing the Services to Partner or as otherwise allowed under US State Privacy Law. Company agrees to comply with the CCPA and all US State Privacy Laws when Processing any Partner Personal Data pursuant to the Agreement and shall notify Partner if it makes a determination that it can no longer meet its obligations under US State Privacy Laws.
- 5) **International Transfers.** For the purposes of the Model Clauses, the parties agree that Company will act as the data importer on Company's own behalf and on behalf of any of its affiliates; and Partner will act on its own behalf and/or on behalf of the relevant affiliates as the data exporter. The parties further agree as follows:
- a) Company shall not transfer any Partner Personal Data from any jurisdiction to any other jurisdiction without Partner's prior written approval and, if applicable, shall have in place a transfer agreement or other mechanism appropriate to comply with Data Protection Laws. The parties agree that any international transfer of Partner Personal Data will comply with Data Protection Laws.
- b) If Partner Personal Data is transferred from Switzerland, the UK, or European Economic Area ("EEA") to a jurisdiction that is not within the EU, UK, or EEA, and which do not ensure an adequate level of data protection within the meaning of the laws and regulations of these countries, then such transfer of Partner Personal Data will be governed by the terms of the Model Clauses, including Annex 1, unless an alternative transfer mechanism (e.g., Binding Corporate Rules) permitted by Data Protection Laws exists, in which case, the alternative transfer mechanism will be documented in writing. Only when applicable and where this Addendum or the Agreement conflict with the Annexes, the Annexes will control.
- c) Any other international transfer of Partner Personal Data requiring a data transfer agreement containing specific terms under Data Protection Laws will be governed by such terms.
- d) For data transfers between Company and the Partner subject to the EU SCCs, the EU SCCs will be deemed entered into (and incorporated into this Addendum by reference) and completed as follows:
- i) Module Two (Controller to Processor) of the EU SCCs will apply where Company is a Processor and Partner is a Controller.
- ii) For Module Two, where applicable:
- (1) in Clause 7, the optional docking clause will apply;
- (2) in Clause 9, Option 2, "General Written Authorization, will apply and the time period set forth in Section 7 of the Addendum;
- (3) in Clause 11, the optional language will not apply;
- (4) Clause 13 (Annex I.C): The competent Supervisory Authority is the Irish Data Protection Commission;

- (5) in Clause 17, the EU SCCs will be governed by the laws of the Republic of Ireland;
  - (6) in Clause 18, any disputes arising from the EU SCCs will be resolved before the courts of the Republic of Ireland;
  - (7) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex 1 to this Addendum, as applicable; and
  - (8) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex 2 to this Addendum.
- e) For data transfers between Company and the Partner subject to the UK SCCs, the UK SCCs will be deemed entered into (and incorporated into this Addendum by reference, including Part 2: Mandatory Clauses) and completed as follows:
- i) In Table 1 of the UK SCCs, the parties' details and key contact information is located in Section A of Annex 1 of this Addendum.
  - ii) In Table 2 of the UK SCCs, information about the version of the approved EU SCCs, modules and selected clauses which this UK International Data Transfer Agreement is appended to is located in Section 4(d)(ii) of this Addendum.
  - iii) In Table 3 of the UK SCCs:
    - (1) The list of Parties is located in Section A of Annex 1;
    - (2) The description of the transfer is set forth in Section B (Nature and Purpose of the Processing) of Annex 1;
    - (3) Annex 2 is attached to this Addendum;
    - (4) The list of Sub-processors is located at Annex 3; and
    - (5) In Table 4 of the UK SCCs, both parties may end the UK SCCs in accordance with the terms of the UK SCCs.
- f) For data transfers between Company and the Partner subject to the Swiss SCCs, one of the following transfer mechanisms shall apply, in the following order of precedence: (i) a valid adequacy decision adopted by the FDPIC on the basis of Article 6 of the Federal Act on Data Protection ("FADP"); (ii) the appropriate Swiss SCCs adopted by the FDPIC from time to time; or (iii) any other lawful transfer mechanism, as laid down in Swiss Data Protection Laws.
- i) The Addendum hereby incorporates by reference the EU SCCs, which have been adopted for use by the FDPIC with certain modifications. The Parties are deemed to have accepted, executed, and signed the EU SCCs where necessary in their entirety (including the annexures thereto).
  - ii) The Parties incorporate and adopt the EU SCCs for data transfers subject to Swiss Data Protection Laws in the same manner set forth in Section 5(d), subject to the following:
    - (1) Clause 13 (Annex I.C): The competent Supervisory Authority is the FDPIC. Nothing about the Parties' designation of the competent Data Protection Authority shall be interpreted to preclude Data Subjects in Switzerland from applying to the FDPIC for relief;
    - (2) in Clause 18, any dispute arising from the EU SCCs will be resolved before the courts of the Republic of Ireland;
    - (3) references to "Regulation (EU) 2016/679" and specific articles therein shall be replaced with references to the FADP and the equivalent articles or sections therein, insofar as there are any data transfers subject to Swiss Data Protection Laws; and;
    - (4) the SCCs also protect the data of legal entities until the entry into force of the revised FADP.

- 6) **Company Personnel.** Company shall ensure that access to Partner Personal Data is limited to those Company employees and contractors (“**Personnel**”) and agents who have a need to know or need to access that Partner Personal Data to enable Company to perform its obligations under the Agreement. Company shall ensure that its Personnel engaged in the Processing of Partner Personal Data are informed of the confidential nature of the Partner Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality obligations no less restrictive than those contained in this Addendum and such obligations survive the termination of that persons’ engagement with Company. Company has appointed, where required by applicable Data Protection Laws, a data protection officer who meets the requirements under such laws for the performance of his or her duties. Details about the appointed person shall be included in Annex 2.
- 7) **Sub-Processors.** Company has Partner’s general authorization for the engagement of Sub-Processor(s) from the “agreed list,” provided that such Sub-Processor(s) must be bound by the same obligations as the ones to which Company is bound by this Addendum. The current “agreed list” of Sub-Processors can be obtained by following the instructions set forth in Annex 3 hereto to subscribe to Company’s Sub-Processor’s list. So long as Partner is subscribed to the Sub-Processor list, Company shall specifically inform Partner in writing of any intended changes to that list through the addition or replacement of sub-processors at least ten (10) days in advance, thereby giving Partner sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). Company shall provide Partner with the information necessary to enable Partner to exercise its right to object. If Partner does not explicitly notify Company in writing of any objections to the proposed appointment within ten (10) days of the receipt of such notice, Partner shall be deemed to have consented to the proposed appointment. Partner may object to the appointment of a Sub-processor by providing a written objection, which shall include the name of the objected-to Sub-processor and a reasonable statement of objection. If an objection is received, the Parties will, for a period of no more than thirty (30) days from the date of Partner’s refusal, work together in good faith to attempt to find a commercially reasonable solution for Partner that avoids the use of the objected-to Sub-processor. If, in Company’s sole discretion, a reasonable solution is not available, Partner shall have the right to cancel the particular portion(s) of the Services for which Company’s use of such Sub-processor is required. Company’s Sub-Processor list constitutes Company Confidential Information and is subject to the provisions set forth below in Section 15.
- 8) **Security.** Company shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk taking into account: (i) the state of the art, costs of implementation, and the nature and purposes of Processing; (ii) the risk of varying likelihood and severity to the rights and freedoms of natural persons; and (iii) the risks presented by the Processing activities, particularly those risks related to Personal Data Breaches. The minimum security measures to be implemented by Company are in Annex 2 of this Addendum.
- 9) **Personal Data Breach Notification.** Company shall: (i) provide Partner with a mechanism to open a trouble ticket for communicating with Company regarding, tracking the status of, and resolving obligations associated with, a Personal Data Breach of Partner Personal Data; and (ii) notify Partner of a Personal Data Breach affecting Partner Personal Data as soon as reasonably practicable after Company becomes aware of it, and in any event within any notice period required pursuant to Data Protection Laws; and
  - a) Promptly following Company’s notification to Partner of a Personal Data Breach affecting Partner Personal Data, the parties shall coordinate with each other to investigate such Personal Data Breach. Company agrees to reasonably cooperate with Partner in Partner’s handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable Data Protection Laws and (iii) assist Partner in meeting its respective obligations pursuant to Data Protection Laws, including assisting to provide any information necessary for Partner to meet any obligations to notify Supervisory Authorities or Data Subjects of a Personal Data Breach.
  - b) Company shall promptly use commercially reasonable efforts to remedy any Personal Data Breach affecting Partner Personal Data and prevent any further Personal Data Breach in accordance with applicable Data Protection Laws.
  - c) Company’s notification of or response to a Personal Data Breach under this Section will not be construed as an acknowledgement by Company of any fault or liability with respect to the Personal Data Breach.

- 10) Deletion or Return of Personal Data.** Company shall provide Partner with the technical means, consistent with the way the Services are provided, to request the deletion of Partner Personal Data, with the exception of any Partner Personal Data that may be retained pursuant to applicable laws.

If requested by Partner and following the cessation of Services, Company shall promptly delete or return all Partner Personal Data (including copies) to Partner, with the exception of any Partner Personal Data that may be retained pursuant to applicable laws.

This Section 10 does not apply to Partner Personal Data that has been archived on back-up systems, which Company or its Sub-Processors, as applicable, shall securely isolate and protect from any further Processing, except to the extent required by applicable law.

- 11) Data Subjects' Rights.** Company shall promptly notify Partner if it receives a request from a Data Subject for information, access to, correction, amendment, deletion, erasure, portability, restriction of Processing of that person's Personal Data. Company shall not respond to any such Data Subject request without first notifying and obtaining Partner's prior written consent, except to confirm that the request relates to Partner. Upon request by Partner, Company shall assist Partner to fulfill the rights of the Data Subjects and respond to such Data Subjects requests, at Partner's cost.

- 12) Assistance and Cooperation with Compliance.** Company shall: (a) maintain a record in writing of all categories of Processing carried out on behalf of Partner and make such records available to Partner upon request from Partner or a relevant data protection authority ("**Data Protection Authority**"); (b) provide any information required by Partner to document compliance with Data Protection Laws and compliance with Company's obligations as set out in this Addendum and its Annexes; and (c) inform Partner without undue delay of (i) any Processing of Partner Personal Data outside the scope of this Addendum and its Annexes and of any violations of Data Protection Laws, in particular Personal Data Breaches or changes to the collection, processing or use of Partner Personal Data by Company or any Sub-Processor or individuals employed by Company or any Sub-Processors and (ii) any control actions or measures taken by a Data Protection Authority or any other authority with respect to the Processing of Partner Personal Data and make every effort to support Partner insofar as Partner is subject to an inspection by a Data Protection Authority, an administrative or criminal procedure or claim by a Data Subject or by a third party or any other claim in connection with the Processing by Company.

- 13) Data Protection Assessment and Prior Consultation.** Company shall provide Partner with relevant information and documentation, and assist Partner in complying with its obligations with regard to any data protection assessments or prior consultations with Supervisory Authorities when required pursuant to Data Protection Laws, but in each such case solely with regard to Partner Personal Data Processed by, and taking into account the nature of Processing and information available to, Company and its Sub-Processors.

- 14) Audit Rights.** To the extent the Services under this Addendum or the Agreement entail Company's Processing of Personal Data on Partner's behalf, Partner has the right to audit Company's compliance with its obligations under this Addendum by requesting and reviewing (1) Company's record of processing activities ("**ROPA**"); and (2) Company's security documentation (including, where available, the result of any third party security audits) related to Company's Processing of Personal Data hereunder. Partner is entitled to conduct the audit either by an authorized representative, including its data protection officer, where relevant, or through third parties that it instructs. Partner shall notify Company with information regarding any non-compliance discovered during the course of an audit. Company shall provide a report of such audit to the Partner upon request. Company shall also grant the above audit rights to any competent Data Protection Authority. To the extent legally permitted, Partner shall reimburse Company for any time expended for any such audit at Company's then-current professional services rates, which shall be made available to Partner upon request and shall not exceed USD 150 per hour.

- 15) Company Confidential Information.** "**Company Confidential Information**" refers to the following items Company discloses to Partner pursuant to this Addendum: (a) any document Company marks "confidential"; (b) any information Company orally designates as "confidential" at the time of disclosure; (c) Company's Sub-Processor list; (d) Company's ROPA and security documentation disclosed pursuant to Section 14; and (e) any other nonpublic information Partner should reasonably consider a trade secret or otherwise confidential, whether or not marked "confidential." Partner shall not use Company Confidential Information for any purpose other than

to facilitate the purpose contemplated by this Addendum (as used herein, the “purpose”). Partner: (a) shall not disclose Company Confidential Information to any employee or contractor of Partner unless such person needs access in order to facilitate the purpose and is subject to a written agreement with Partner with nondisclosure terms no less restrictive than those of this Section 15; and (b) shall not disclose Company Confidential Information to any other third party without Company’s prior written consent. Without limiting the generality of the foregoing, Partner shall protect Company Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Partner shall promptly notify Company of any misuse or misappropriation of Company Confidential Information that comes to Partner’s attention. Notwithstanding the foregoing, Partner may disclose Company Confidential Information to the extent required by applicable law or by proper legal or governmental authority. Partner shall give Company prompt notice of any such legal or governmental demand and reasonably cooperate with Company in any effort to seek a protective order or otherwise to contest, limit, or protect such required disclosure, at Company’s expense. Upon termination of this Addendum for any reason, Partner shall return all copies of Company Confidential Information to Company or certify, in writing, the destruction thereof.

- 16) Conflict.** *Notwithstanding* anything to the contrary in the Agreement, in the event and to the extent that the terms of this Addendum conflict with any of the terms of the Agreement, this Addendum supersedes the Agreement. In the event of any conflict or inconsistency between the body of this Addendum and the Model Clauses the applicable Model Clauses shall prevail.
- 17) Annual Review; Updates.** Each party must review this Addendum (including its Annexes) at regular intervals to ensure that the Addendum remains accurate, up to date, and continues to provide appropriate safeguards to the Personal Data. Each party will carry out these reviews each time there is a change to the Personal Data, the purposes for Processing, the Data Importer information, or any risk assessments related to the Processing contemplated in this Addendum and provide notice thereof to the other party. Company may update the terms of this Addendum from time to time upon written notice to Partner.

## Annex 1 – Details of Processing

### A. List of Parties

#### Data Exporter

Shall be the Partner, the contact information for which is provided upon registration for the partner program pursuant to the Agreement.

Role (controller/processor): Controller

#### Data Importer

Name: Company

Address: 2200 West Airfield Drive, P.O. Box 619810, DFW Airport, TX 75261

Contact: Thryv Data Protection Officer at [DPO@Thryv.com](mailto:DPO@Thryv.com)

Role (controller/processor): Processor

### B. Nature and Purpose of the Processing

#### 1. Categories of data subjects whose personal data is processed

Customer employees and representatives of Customer; clients of Customer's business.

#### 2. Categories of personal data processed

Personal Data relating to the category of data subjects described above. The Personal Data depends on the particular Services, but may include:

- Employee Personal Data: name, email, and telephone number for purposes of business communication and user authentication.
- Client Personal Data: name, email, telephone number and other contact information for business communication; payment information and transaction history, cardholder data in terms of PCI DSS.
- Patient Personal Data: protected health information.

Any other Personal Data Customer inputs into the Services.

#### 3. The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis)

Transfers will be continuous for the duration necessary for the performance of the Services; any other purposes stipulated in the Agreement; and complying with applicable laws and regulations.

#### 4. Nature of the processing

The "Specific Business Purpose" for processing shall be the provision of Company's small business management software services to the Customer. The Personal Data will be subject to basic processing, including but not limited to collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction for the purpose of providing Services by Company to Customer in accordance with the terms of the Agreement.

#### 5. Purpose(s) of the data transfer and further processing

To provide the Services pursuant to the Agreement.

#### 6. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The Processing will continue until the date which is the earlier to occur of: (a) the expiration or

termination of the Agreement, or (b) the date that Processor retains any Partner Personal Data related to the Agreement in its possession or control.

7. **For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing.** Any transfer to Sub-processors will be only as strictly required to perform the Services pursuant to the Agreement. Upon request, Company will provide to Partner a description of Processing for any Sub-processor(s), including the subject matter, nature, and duration of Processing.
  8. **The duration of the Processing activities** shall be for the term set forth in the Agreement. The purpose of the Processing of Partner Personal Data by Processor is the performance of the Services pursuant to the Agreement.
  9. **Special Categories of Data (if applicable):**

The contents of the Personal Data are varied and under the data exporter's control, but may, from time to time, depending on the particular Services, include sensitive data under the relevant Data Protection Laws. This may include protected health information.
- C. **Competent Supervisory Authority:** The competent Data Protection Authority is identified in Section 5 of the DPA.

## Annex 2 Data Security Measures

This Annex forms part of the Addendum. Company agrees that it has the following security measures in place:

1.1 **Encryption.** Company shall use strong encryption methodologies to protect Personal Data transferred over public networks and shall implement whole disk encryption for all Personal Data at rest. Company will fully document and comply with Company's key management procedures for crypto keys used for the encryption of Personal Data.

1.2 **Storage.** Company shall retain all Personal Data in a physically and logically secure environment to protect from unauthorized access, modification, theft, misuse and destruction. Company shall utilize platforms to host Personal Data that are configured to conform to industry standard security requirements and will only use hardened platforms that are continuously monitored for unauthorized changes.

1.3 **Antivirus; Firewall.** Company shall utilize antivirus programs that are capable of detecting, removing, and protecting against all known types of malicious or unauthorized software with antivirus signature updates at least every twelve (12) hours. Company will implement firewalls designed to ensure that all outbound traffic to Partner systems are restricted to only what is necessary to ensure the proper functioning of the Services. All other unnecessary ports and services will be blocked by firewall rules at Company network.

### 1.4 **Vulnerability Management.**

1.4.1 **Updates and Patches.** With regards to the handling of Personal Data, Company shall establish and maintain mechanisms for vulnerability and patch management that are designed to evaluate application, system, and network device vulnerabilities and apply Company -supplied security fixes and patches in a timely manner taking a risk-based approach for prioritizing critical patches.

1.4.2 **Data Loss Prevention.** Company shall maintain a "data loss prevention" (DLP) or "extrusion prevention" solution to protect Personal Data, and shall integrate the results of that activity with its program for audit logging and intrusion detection as described below.

1.4.3 **Audit Logging; Intrusion Detection.** Company shall collect and retain audit logs recording privileged user access activities, authorized and unauthorized access attempts, system exceptions, and information security events, complying with applicable policies and regulations. Audit logs shall be reviewed at least daily and file integrity (host) and network intrusion detection (IDS) tools shall be implemented to help facilitate timely detection, investigation by root cause analysis and response to incidents. Physical and logical user access to audit logs shall be restricted to authorized Personnel.

1.4.4 **Information Risk Assessment.** On an annual basis, Company shall cooperate with Partner, at Partner's discretion, to perform formal risk assessments to determine the likelihood and impact of potential privacy and security risks to Personal Data. Company shall conduct the audit annually in accordance with all applicable local laws, regulations and requirements for credit card and privacy (including without limitation PCI DSS) as well as industry common standards for information security. An audit report shall be provided to Partner within three (3) months upon the completion of every year's Services by Company to Partner.

1.4.5 **Physical Security.** Where Company is Processing Personal Data, such Personal Data shall be housed in secure areas, physically protected from unauthorized access, with appropriate environmental and perimeter controls. The facilities shall be physically protected from unauthorized access, damage, theft and interference.

1.4.6 **Disaster Recovery Management.** Company shall provide documentation of its formal and secure disaster recovery plan, meeting a standard of good industry standards and redacted for proprietary and confidential information. Company shall share evidence with Partner that Company conducts regular testing of that plan on at least an annual basis, which impacts any Partner systems and Personal Data governed by the Agreement.