

Amelia Partner Program Agreement

IPPA Version Date: February 16, 2021

Effective:	
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Partner Information	Assigned Partner Number: ¹	
Partner Name:		
Partner Address:		
Jurisdiction of Incorporation:		
Partner Classification		
Partner Fee	Annual:	
Designated Territories		[North America]
Resale Agreement Incorporated:	https://www.Amelia.com/legal/Amelia-partner-program/	YES
Products Eligible for Resale	Amelia	Choose an item.
	HyperAutomation	Choose an item.
Resale Discount	Discount from published list prices	

IN WITNESS WHEREOF, Partner and Amelia have caused this IPPA to be executed by their duly authorized representatives as of the Effective Date.

AMELIA	PARTNER
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:

¹ Assigned by Legal Department

Amelia Partner Program Agreement

IPPA Version Date: 2021-February-16

This **AMELIA PARTNER PROGRAM AGREEMENT** (the "IPPA") is effective as of the Effective Date (if blank, then the Effective Date is the last indicated date of execution) set forth above and is entered between **Partner** (as set forth above) and **Amelia** (each a "**Party**" and together the "**Parties**").

1. **Program Overview.** In the interest of promoting the relationship between Amelia and Partner and the respective products and services of the parties, the parties agree as follows:
 - 1.1. **Definitions.**
 - 1.1.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, "**Control**" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
 - 1.1.2. "**Content**" means information obtained by Amelia from publicly available sources or its third-party content providers and made available to Customer or Partner through the Products or pursuant to an Order Form, as more fully described in the Documentation.
 - 1.1.3. "**Customer**" means an individual or entity (including its Affiliates) that has entered into a Master Agreement with Amelia and one or more Order Form(s) to purchase Products.
 - 1.1.4. "**Amelia**" means Amelia US LLC, a Delaware limited liability company, OR Amelia Government Solutions LLC, a Delaware limited liability company, if Partner is located in the United States of America and certain other jurisdictions. If Partner is located outside the United States of America and certain other jurisdictions, "Amelia" means an Amelia Affiliate based on Partner's principal place of business as set forth in Section 16 (Parties, Legal Notices, Governing Law, and Jurisdiction) of this IPPA.
 - 1.1.5. "**Non-Amelia Application**" means a Web-based, mobile, offline, or other software application functionality that is provided by Customer, Partner or a third-party and interoperates with a Product, including, for example, an application that is developed by or for Customer or Partner, is listed on an online directory, catalog or marketplace of applications that interoperate with the Products.
 - 1.1.6. "**Order Form**" or "**Order**" means, depending on the context in which it is used herein, (1) the ordering documents that are entered into between Partner and Amelia from time to time to effect Partner's payment of Program Fees associated with its participation in the Partner Program or receipt of certain additional Program Benefits, including any addenda to such ordering documents; Order Forms submitted by Partner shall be deemed incorporated herein by reference; or (2) ordering documents or online order specifying the Products to be provided to a Customer and associated with a Customer's purchase of Products from Amelia.
 - 1.1.7. "**Participation Qualifications**" means the requirements set forth in the applicable Program Policies.
 - 1.1.8. "**Partner**" means (1) a company or other legal entity, or (2) an individual acting on their own behalf, who has agreed to this IPPA.
 - 1.1.9. "**Partner Program**" means, collectively, the Program Benefits and rights and obligations of Partner and Amelia that are described in the Program Policies. The Partner Program does not provide distribution rights to the Partner for the Products, nor does it contemplate any kind of reseller relationship between Amelia and Partner, which are governed by separate and additional Amelia agreements and application processes.
 - 1.1.10. "**Partner Products**" means those applications and platform provided by Amelia to facilitate Partner's partner relationship with Amelia (if any) that are provided to Partner in accordance with this IPPA.
 - 1.1.11. "**Partner User**" shall mean Partner's employee (or contractor) who is authorized by Partner to use the Products, or Partner Products that Amelia makes available to Partner, and to whom Partner (or Amelia at Partner's request) has supplied user identifications and passwords.
 - 1.1.12. "**Program Policies**" means the terms describing the Partner Program, Program Types, Program Benefits, and other policies governing Partner's participation in the Partner Program.
 - 1.1.13. "**Program Benefits**" means the materials and/or services that may be provided to Partner under this IPPA as part of Partner's participation in a Program Type. Certain Program Benefits may be subject to payment of additional fees.

- 1.1.14. **“Program Fees”** means collectively, any fees that Partner must pay Amelia for participation in a Program Type, or for Program Benefits, as further described in the Program Policies and/or Order Form.
- 1.1.15. **“Program Type”** means a category or sub-category of the Partner Program that has a particular scope and particular set of Program Benefits, as set forth in this IPPA and the Program Policies.
- 1.1.16. **“Products”** means the products and services that are ordered by Customer under an Order Form (or otherwise provided to Partner in accordance with this Agreement) and made available online by Amelia, including associated Amelia offline or mobile components, as described in the Documentation. Products exclude Content and Non-Amelia Applications.
- 1.2. **Enrollment.** To participate in the Partner Program, Partner must fulfill the Participation Qualifications set forth in the applicable Program Policies and be accepted by Amelia. Participation in the Partner Program, may be subject to Program Fees, which will be specified in the Program Policies and/or the Order Form. Payment obligations are non-cancelable, and fees paid are non-refundable.
- 1.3. **Partner Affiliates.** Each Partner Affiliate that desires to be included as a member in Partner Program must separately agree to this Agreement and take such other steps to enroll in the applicable Program Type as are specified in the Program Policies.
- 1.4. **Opt-in to Marketing.** Partner’s participation in the Partner Program will serve as an opt-in to receive Amelia’s marketing communications. Partner will be presumed to have provided appropriate notices and have obtained appropriate consents, if required, from any persons or Partner Users who are signed up to the Partner Program on Partner’s behalf. Partner may elect to opt-out from receiving Amelia’s marketing materials by contacting Amelia directly.
- 1.5. **Training.** Partner’s sales representatives must be reasonably capable of effectively delivering Amelia’s value proposition and must be generally knowledgeable about the Products and their interfaces, advantages, and high-level functionality. Other requirements regarding Partner’s Products, compliance and technical training vary by Program Type, and are described in the Program Policies.
- 1.6. **Partnership Program Policies.** Partner has reviewed and accepted the Partner Program Policies (**Exhibit C**).
2. **Confidentiality.** Each party may disclose (“**Discloser**”) to the other party (“**Recipient**”) certain proprietary and confidential information (“**Confidential Information**”).
- 2.1. **Limitations on Disclosure and Use.** Recipient agrees that it shall maintain the Confidential Information in confidence and limit its use to Partner Users and Affiliates using at least the same degree of care as it employs with respect to the majority of its own proprietary and confidential information, but in no event less than a reasonable degree of care.
- 2.2. **Exceptions.** Discloser agrees that Recipient shall have no obligation with respect to any Confidential Information which is: (i) now or hereafter becomes publicly known other than as a result of a breach hereof; (ii) disclosed to Recipient by a third party that Recipient reasonably believes is not prohibited from disclosing the Confidential Information to Recipient by obligation to the Discloser; (iii) known by Recipient prior to its receipt of the Confidential Information; (iv) disclosed with the Discloser’s written consent; or (v) developed by Recipient independently of any disclosures made by Discloser to Recipient of the Confidential Information hereunder.
- 2.3. **Permitted Disclosures.** Discloser agrees that Recipient shall have no obligation with respect to any disclosure by Recipient of Confidential Information to the extent it is: (i) required to be disclosed by a court of competent jurisdiction, administrative agency or governmental body, or by law, rule or regulation, or is disclosed in accordance with applicable regulatory or professional standards; or (ii) disclosed by Recipient in connection with any judicial or other proceeding involving the Discloser or a client and the Recipient (or any officers, directors, partners, principals or employees of the Recipient) (whether or not such proceeding involves any third parties) relating to the Recipient’s services for a client or this IPPA, (iii) disclosed by Recipient to its Affiliates in which case the Recipient will assure its Affiliates will be bound by the terms of this IPPA by entering into an adoption agreement.
- 2.4. **Title to Confidential Information.** Discloser shall retain title to all tangible forms of the Confidential Information delivered pursuant to this IPPA, and all copies thereof. Recipient shall not copy or reproduce, in whole or in part, any Confidential Information without written authorization of Discloser. Discloser grants no license under any copyrights, patents, trademark or trade secret by the disclosure of the Confidential Information.
- 2.5. **Return or Destruction.** Upon termination of this IPPA, on written request of Discloser, Recipient shall promptly return or destroy all tangible Confidential Information and copies thereof; provided, however, that Recipient shall have the right to retain any summaries, analyses, notes, or extracts prepared by it, which are based on or

contain portions of Discloser's Confidential Information, as evidence of this alliance as may be required by law, regulation, professional standards, or reasonable business practice.

3. Term.

3.1. Term. This IPPA starts on the Effective Date and shall remain in effect unless terminated as set forth herein, provided that if Partner joins a Partner Program(s) and its participation in all such Partner Programs terminates, this Agreement shall automatically terminate as of the end date of its participation in the last Partner Program.

3.2. Termination for Convenience. Either party may earlier terminate this IPPA at any time, without cause, upon thirty (30) days advance written notice.

3.3. Termination for Cause. Either party may terminate this IPPA for material breach of its terms by the other party upon fifteen (15) days prior written notice setting forth in reasonable detail the nature of the breach, provided the breach is not cured during such fifteen (15) day notice period.

3.4. Termination for Certain Events. Either party may terminate this IPPA immediately upon written notice if the other party ceases conducting business in the normal course, becomes bankrupt, makes a general assignment of the benefit of creditors, suffers or permits the appointment of a custodian or receiver for any part of its business or assets, or avails itself of or becomes subject to any proceedings under any statute of any governing authority relating to bankruptcy, insolvency, or the protection of creditor's rights, provided that with respect to any such proceeding commenced against a party without its consent or acquiescence, such right of termination shall not arise if such proceeding is dismissed or withdrawn within sixty (60) days after the commencement thereof.

3.5. Termination for Independence Reasons. Either Party may terminate this IPPA immediately with notice to the other Party (i) if the terminating Party determines that a governmental, regulatory or professional entity or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render such Party's performance of any part of this IPPA illegal or otherwise unlawful or in conflict with law; (ii) if circumstances change (including, without limitation, changes in control of Partner) such that the terminating Party's performance of any part of this IPPA would be illegal or otherwise unlawful or in conflict with law; or (iii) if, in the professional judgment of the terminating Party's management, such termination is necessary to avoid impairing or appearing to impair the independence of such Party or its affiliates where such independence is a necessary factor in the normal course of business of the terminating Party.

3.6. Effect of Termination. Upon termination or expiration of this IPPA, Partner shall cease to be a participant in the Partner Program and all of Partner's rights to receive the Program Benefits detailed in this Agreement, and to use Amelia's Property shall cease. If Amelia terminates for convenience under Section 3(b), Amelia will refund the pro-rated portion of any pre-paid Program Fees covering the period following such termination. Provisions that survive termination or expiration include those relating to limitation of liability, payment, and others which by their nature are intended to survive. For clarity, expiration or termination of this IPPA will not relieve Partner of its obligation to pay the portion of the Program Fees associated with its participation in the Partner Program leading up to the effective date of the expiration or termination.

4. Nature of Relationship. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between Partner and Amelia, notwithstanding the use of the term "partner" in this Agreement. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, nor to represent the other Party as agent, employee, franchisee, or in any other capacity. There are no third-party beneficiaries to this IPPA. Partner shall not make any proposals, promises, warranties, guarantees, or representations on Amelia's behalf or in Amelia's name.

5. Negative Covenants.

5.1. Use of Trademarks. Amelia's marks, where ever used, are Amelia's trademarks or service marks and may not be used in any manner except as expressly permitted in this Agreement or the applicable Program Policies, or with Amelia's prior written consent. Partner shall not bid on or purchase any keyword which is Amelia's trademark, including without limitation Amelia®, IPcenter®, AMELIA®, Your First Digital Employee®, 1Desk® or The Most Human AI® in any keyword advertising service (such as, for example, Google AdWords) except with Amelia's prior written consent. Partner may not publish any advertisement that includes any Amelia trademarks without prior review and approval of Partner's proposed ad and/or related website by Amelia's legal and marketing teams. Partner may forward requests for review and approval to legal@Amelia.com.

- 5.2. Partner grants Amelia a nonexclusive, nontransferable, non-sublicensable, royalty-free license to use, for identifying and promoting Partner's participation in Amelia's Partner Programs and in connection with Amelia's rights, duties and obligations under this Agreement, Partner's marks including Partner's company name and any other marks or logos associated therewith or otherwise used by Partner within the Amelia ecosystem ("Partner's Marks"). Partner may withdraw its approval of any use of the Partner's Marks at any time in its sole discretion upon written notice to Amelia, which withdrawal shall be effective promptly but in no case more than thirty (30) days from the date of Partner's notice sent in accordance with Section 12 below, provided that no such withdrawal will require the recall of any previously published or distributed materials.
- 5.3. Compliance with Anticorruption Laws. See **Exhibit A**.
- 5.4. Competitive Development. Subject to Amelia's and Partner's respective rights and obligations under this IPPA, Amelia acknowledges that Partner and/or other parties may develop and publish applications that are similar to or otherwise compete with the Products or other Amelia applications, products and services, and Partner acknowledges that Amelia and/or other parties may develop and publish applications that are similar to or otherwise compete with Partner's applications, products, or services.
- 5.5. Restrictions on Use of the Products & Partner Products. Partner is responsible for all activities that occur in Partner User accounts, and for its and Partner Users' compliance with this Agreement and the Documentation. In no event shall Partner (i) sell, resell, license, sublicense, distribute, make available, rent, or lease or otherwise commercially exploit to any third party (except as expressly provided in this IPPA) the Products, Content, or Partner Products in any way; (ii) use a Product or Partner Products to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iii) use a Product or Partner Products to send or store any code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; (iv) modify or make derivative works based upon the Products or Partner Products; (v) create Internet "deeplinks" to the Products or Partner Products, or "frame" or "mirror" them; (vi) permit direct or indirect access to or use of any Products or Partner Products in a way that circumvents a contractual usage limit, or use any of our Products to access or use any of our intellectual property except as permitted under this IPPA, an Order Form, or the Documentation; (vii) interfere with or disrupt the integrity of performance of the Products, Partner Products, or the data contained therein; (viii) access any Products or Partner Products in order to build a competitive product or service or to benchmark with a non-Amelia product or service; (ix) reverse engineer the Products or Partner Products; (x) share data or content from the Products or Partner Products with Amelia competitors; (xi) attempt to gain unauthorized access to any Product or Content or its related systems or networks; or (xii) copy a Product or any part, feature, function or user interface thereof. Partner's or a User's intentional violation of the foregoing, or any use in breach of this IPPA that in Amelia's judgment imminently threatens the security, integrity, or availability of Amelia's services, may result in Amelia's immediate suspension of the Products or Partner Products. Amelia will use commercially reasonable efforts under the circumstances to provide Partner with an opportunity to remedy such violation or threat prior to any such suspension.
- 5.6. Additional Restrictions. Without affecting any other restrictions set forth in this IPPA, Partner's use of any Program Benefits, including Amelia's Property provided to Partner hereunder, is subject to additional restrictions. Specifically, Partner may not (i) remove or modify any program markings or any notice of Amelia's or Amelia's licensors' proprietary rights; (ii) make the Products, any materials delivered hereunder, or any materials resulting from the Products available in any manner to any third party for use in the third party's business operations, other than as expressly permitted herein or in the Program Policies for Partner's assigned Program Type; (iii) use Amelia's Property in a manner that misrepresents Partner's relationship with Amelia or is otherwise misleading or that reflects negatively on Amelia or may harm Amelia's rights therein; (iv) modify in any way any of Amelia's trademarks and/or associated logos without Amelia's permission; (v) use or duplicate Amelia's Property provided to Partner for any purpose other than as specified in the Agreement or make Amelia's Property available to unauthorized third parties; or (vi) use Amelia's Property for Partner's own internal business operations, or use or make Amelia's Property available in any manner to any third party for use in the third party's business operations or for any other commercial or production use, other than as expressly permitted in this Agreement.
- 5.7. Hosted Services for Partners. Use of any Amelia-provided online services, such as the Partner Portal or Amelia web-based training, will be governed by the End Customer Terms & Conditions and/or the licenses provided upon sign-up, as modified from time-to-time, in accessing and using such Hosted Services.
6. Intellectual Property Ownership. Subject to the limited licenses and rights set forth in this Agreement, nothing in this Agreement transfers or assigns to either Party any of the other Party's intellectual property or other

proprietary rights in the other Party's technology, products, or services. The intellectual property and other proprietary rights in Amelia's technology, products and services are defined herein as "**Amelia's Property.**"

7. **Limitation of Liability.**² In no event shall the maximum aggregate liability of Amelia together with all its Affiliates arising out of or related to this Agreement exceed the program fees paid by Partner in the twelve (12) months preceding the first incident out of which the liability arose. In no event will Amelia or its Affiliates have any liability arising out of or related to this Agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption, or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if Amelia or its Affiliates have been advised of the possibility of such damages or if Amelia or its Affiliates' remedy otherwise fails of its essential purpose. The foregoing disclaimer will not apply to the extent prohibited by law. The provisions of this Section 7 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.
8. **DISCLAIMER.** *Except as expressly set forth herein, Amelia makes no representation or warranty of any kind regarding the Products, the Partner Program (including without limitation the Partner Products and Program Benefits), whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law including with respect to the performance, functionality, quality, benefits, or availability of all of the foregoing. Content is provided "as is," and as available exclusive of any warranty whatsoever. Each party disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers. In no event will Amelia be liable to Partner (or to any individual or entity affiliated with Partner) for any claim, loss, or damage arising out of the operation or availability of the Products, the Partner Products, or any other Amelia product or service, made available, accessed, or used as part of Partner's participation in the Partner Program.*
9. **Indemnification.**
 - 9.1. **Indemnification by Partner.** Partner will defend Amelia against any claim, demand, suit, or proceeding made or brought against Amelia by a third party (i) alleging that Partner's products or services, or any data that Partner enters into the Products infringes the intellectual property rights of, or have otherwise harmed, such third party; (ii) based upon a representation made by Partner to such third party; or (iii) based upon a Partner's breach of this Agreement (each a "Claim Against Amelia"), and will indemnify Amelia from any damages, attorney fees, and costs finally awarded against Amelia as a result of, or for any amounts paid by Amelia under a settlement approved by Partner in writing of, a Claim Against Amelia, provided Amelia (a) promptly gives Partner written notice of the Claim Against Amelia, (b) gives Partner sole control of the defense and settlement of the Claim Against Amelia (except that Partner may not settle any Claim Against Amelia unless it unconditionally releases Amelia of all liability), and (c) gives Partner all reasonable assistance, at Partner's expense.
 - 9.2. **Indemnification by Amelia.** Amelia will defend Partner against any claim, demand, suit, or proceeding made or brought against Partner by a third party alleging that the Products infringes or misappropriates the intellectual property rights of such third party (a "Claim Against Partner"), and will indemnify Partner from any damages, attorney fees and costs finally awarded against Partner as a result of, or for amounts paid by Partner under a settlement approved by Amelia in writing of, a Claim Against Partner, provided Partner (a) promptly gives Amelia written notice of the Claim Against Partner, (b) gives Amelia sole control of the defense and settlement of the Claim Against Partner (except that Amelia may not settle any Claim Against Partner unless it unconditionally releases Partner of all liability), and (c) gives Amelia all reasonable assistance. If Amelia receives information about an infringement or misappropriation claim related to the Products, Amelia may in its discretion and at no cost to Partner (i) modify the Products so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Partner's or Customer's (as applicable) continued use of that Product in accordance with this Agreement; or (iii) terminate any of Partner's or Customer's (as applicable) rights for that Product upon thirty (30) days' written notice and refund Partner or Customer (as applicable) any prepaid fees covering the remainder of the term of the terminated Products. The above defense and indemnification obligations do not apply to the extent a Claim Against Partner arises from (i) Content, a Non-Amelia Application, or Partner's breach of this Agreement, the Documentation, or applicable Order Forms; or (ii) the use or combination of the Products or any part thereof with software, hardware, data, or

² NTD: This limitation is intended to apply to the terms of this Agreement, not to the Products itself. Amelia will indemnify Partner (§9.2) as well as Partner's End Customer (as applicable) against infringement or issues with the Product (as set forth in our End User Terms & Conditions).

processes not provided by Amelia, if the Products, or use thereof, would not infringe without such combination.

- 9.3. **Cooperation.** Partner shall cooperate with Amelia regarding any inquiry, dispute, or controversy in which Amelia may become involved and of which Partner may have knowledge. Such cooperation shall include disclosure of relevant documents and financial information, and interviews of Partner's personnel. Such obligation shall continue after the expiration or termination of this IPPA.
10. **Assignment.** Neither Partner nor Amelia may assign any rights or obligations under this Agreement without the prior written consent of the other (not to be unreasonably withheld or delayed), provided either Party may assign this Agreement without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all the assigning Party's assets not involving a direct competitor of the other Party.
11. **Notice; Choice of Law.** The Amelia entity that Partner is contracting with under this IPPA, the address to which Partner should direct legal notices arising under or relating to this Agreement, the law that will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where Partner is domiciled as set forth in **Exhibit B**.
12. **Entire Agreement.** Partner agrees that this IPPA and the information which is incorporated into this IPPA by written reference (including reference to information contained in a URL and/or referenced policies and/or guides), or any applicable Order Form for Program Fees or the purchase of certain Program Benefits, or addendum attached hereto, constitutes the complete agreement between the Parties relating to Partner's participation in the Partner Program. This Agreement supersedes and replaces any prior representations, written or oral, regarding Partner's participation in the Partner Program as well as any other online or click-through agreement that Partner may have previously entered with Amelia governing Partner's participation in the Partner Program before the IPPA version date provided above. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. To the extent of any conflict or inconsistency between the provisions in the body of this IPPA and any addendum or exhibit hereto, the terms of such addendum or exhibit shall prevail. To the extent of any conflict or inconsistency between the provisions in the body of this IPPA and any Order Form, the terms of the Order Form shall prevail. The parties agree that any term or condition stated in a Partner purchase order or in any other Partner order documentation (excluding Order Forms) is void. This IPPA and any Order Form that Amelia and Partner enter into may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted, provided however, that (i) Amelia may modify or amend the Program Policies from time to time as permitted therein; and (ii) Amelia may update the terms of the IPPA effective as of the next Program Year (as that term is defined in the Program Policies) provided Amelia has provided or posted the new IPPA thirty (30) days in advance of the start of such Program Year, and Partner's participation in the Partner Program and/or accessing of the Partner Community in such subsequent Program Year will constitute its acceptance of such new IPPA.

Exhibit A: Compliance with Applicable Laws

Partner shall comply, and shall ensure that any third parties performing sales or referral activities on Partner's behalf comply, with all applicable foreign and domestic laws, governmental regulations, ordinances, and judicial administrative orders, including, but not limited to, trademark and copyright laws, ICANN policies and procedures governing domain names, the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, *et seq.* (the "FCPA"), and applicable export control laws or regulations (collectively "Applicable Laws") and shall not engage in any deceptive, misleading, illegal, or unethical marketing activities, or activities that otherwise may be detrimental to Amelia, Customers, the Products, or to the public. Partner represents and warrants that any Partner sales activities in connection with its activities related to this Agreement are consistent with Applicable Laws. Partner shall promptly inform Amelia in writing upon becoming aware of any violations of Applicable Laws in connection with this Agreement. If Amelia reasonably believes that Partner has breached its obligations set forth in this Exhibit A, Amelia, in its sole discretion, may inspect and make copies of Partner's books, records, and accounts relevant to the potential breach. Such inspection may include interviews of relevant Partner personnel. Alternatively, if Partner does not allow and/or approve such inspection, Partner shall provide a written official statement from the managing director of the Partner regarding Partner's compliance with this IPPA.

Without limiting the generality of Partner's obligations under this Agreement, Partner hereby represents and warrants that, in the performance of any of Partner's other activities hereunder, (1) No portion of any fees paid or payable by Amelia to Partner hereunder will be paid to, or accrued directly or indirectly for the benefit of, any person, firm, corporation, or other entity, other than Partner, and (2) Partner has not, and will not at any time, directly or indirectly, pay, offer, give or promise to pay or give, or authorize the payment of, any monies or any other thing of value to: (i) any officer or employee of any government, or any department, agency or instrumentality thereof; (ii) any other person acting in an official capacity for or on behalf of any government, or any department, agency or instrumentality thereof; (iii) any political party or any official or employee thereof; (iv) any candidate for political office; (v) any other person, firm, corporation or other entity at the suggestion, request or direction of, or for the benefit of, any government officer or employee, political party or official or employee thereof, or candidate for political office; or (vi) any other person, firm, corporation or other entity with knowledge that some or all of such monies or other thing of value will be paid over to any officer or employee of any government department, agency or instrumentality, political party or officer or employee thereof, or candidate for political office. It is the intent of the Parties that no payments or transfers of anything of value shall be made which have the purpose or effect of public, commercial, or other bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

Disclosure of Third Parties. To enable Amelia to comply with Applicable Laws, Partner must notify Amelia's Legal Department (legal@Amelia.com) in advance if Partner plans to use any third-party subcontractor, consultant, agent, or other intermediary, other than a freelancer, to assist Partner in selling Amelia's products and services under this Agreement, and Amelia will have the authority to accept or reject any proposed third party.

No Affiliation with Government Officials – Disclosure Obligation. To the extent any director, employee, direct or indirect owner, representative, consultant, or agent who is or will be involved in

Partner's sales or referral activities for Amelia, is a Government Official or a Close Family Member of a Government Official, Partner has disclosed such fact in writing to Amelia's Legal Department (legal@Amelia.com) and received acknowledgement by Amelia's Legal Department of such disclosure. If there is a change in the information described in this paragraph, Partner agrees to make immediate disclosure to Amelia's Legal Department. If, in Amelia's opinion, such changes create a heightened risk of noncompliance with Applicable Laws, such changes may constitute grounds for Amelia's termination of this Agreement. Partner shall cooperate reasonably with any requests by Amelia for further information regarding such relationship.

Disclosure of Contact or Communication with Government-Owned Companies, Government-Controlled Companies, or Government Officials. If Partner contacts or communicates with any government-owned company, government-controlled company, or Government Official on Amelia's behalf or in carrying out Partner's obligations under the Partner Program, Partner shall so notify Amelia's Legal Department (legal@Amelia.com) as soon as practicable. If Partner intends or proposes to, or does, contact or communicate with any government-owned company, government-controlled company, or Government Official on Amelia's behalf or in carrying out Partner's obligations under the Partner Program, Partner may be subject to additional questions, training, and due diligence, as determined by Amelia.

Export Restrictions. The Products and Partner Products and any related products or services, and data, information, software programs and/or materials resulting therefrom, may be subject to international rules that govern the export and re-export of software. Partner shall comply with all applicable international and domestic export and re-export laws that apply to the Products and Partner Products and any related products or services, as well as end-user, end-use and destination restrictions issued by national governments. The Products and Partner Products are subject to the Export Administration Regulations ("EAR") and thus may not be exported, re-exported, or downloaded by any person in any controlled countries under the EAR, which currently include Iran, North Korea, Cuba, Syria, Sudan, and the Crimea. Moreover, Products and Partner Products may not be exported, re-exported, or downloaded by any person or entity subject to U.S. or international sanctions regardless of location. Partner should consult <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern> for lists that Partner must check.

Periodic Certification and Agreement to Report Violations. Partner agrees that Partner will periodically, at Amelia's request, certify in writing to Amelia that Partner has not, and to Partner's knowledge no other person, including but not limited to every owner, director, employee, representative, and agent of Partner has made, offered to make, agreed to make, or authorized any payment, loan, donation or gift of money or anything else of value, directly or indirectly, to or for the benefit of any Government Official, to obtain or retain business, or secure any improper advantage. Partner further agrees that should Partner learn of information regarding any such payment or offer in connection with Amelia's business, Partner will promptly advise Amelia's Legal Department (legal@Amelia.com) of such knowledge or suspicion.

Amelia's Compliance. Amelia shall comply with Applicable Laws that are applicable to Amelia generally (i.e., without regard to Partner's and/or any Customer's use of the Products or Partner Products) in its performance of its obligations hereunder.

Exhibit B: Parties, Notices, Governing Law, and Jurisdiction

All notices required or permitted under the IPPA (except to the extent, if any, that this IPPA expressly provides otherwise) (a) must be in writing, (b) will be effective only upon receipt or refusal by an authorized agent of the noticed party, and (c) must be marked for the attention of the specified individual, office, or position listed in the table below.

For a notice to Amelia to be effective, a copy of the notice must be sent to, or to the attention of, the Amelia Legal Department and to the notices@Amelia.com email account.

Partner's Domicile:	Amelia Partner Program Contracting Entity:	Legal Notices to the Amelia entity should be addressed to:	The governing law is:	Exclusive Jurisdiction In:
The United States of America	Amelia US LLC (or in the case of providers to the federal or state governments, Amelia Government Solutions LLC)	Amelia US LLC 17 State Street #1400 New York, New York 10004 Attn: Legal Department	New York and controlling United States federal law	New York County, New York State
Outside the USA	Amelia NL B.V.	Amelia NL B.V. c/o Amelia US LLC 17 State Street #1400 New York, New York 10004 Attn: Legal Department	Dutch Law; provided that all negotiations, documents, and proceedings shall take place in the English language	The Netherlands Commercial Court

Except as otherwise specified in this IPPA, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to Partner shall be addressed to the contact designated by Partner for Partner's relevant partner account, and in the case of billing-related notices, to the relevant billing contact designated by Partner. Notices to Amelia shall be addressed to the entity Partner is contracting with, as described above, and to the attention of the Partner Program Manager with a copy sent to Amelia's General Counsel.

Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, with the arbitration seated in the location listed in the Exclusive Jurisdiction column above. The International Expedited Procedures shall apply in any case in which no disclosed claim or counterclaim exceeds 250,000 USD exclusive of interest and the costs of arbitration. The language of the arbitration shall be English. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be limited to the reasonable production of relevant non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its' case, carried out expeditiously. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties.

Amelia Partner Program Policies

Program Year

- **Program Year:**
- **Version:**

These Partner Program Policies are current as of the Version Date set forth above and shall remain in effect until or unless they are superseded at this same (or redirected) URL by a version with a later Version Date. Amelia may update or modify these Program Policies in its sole discretion, with or without notice to Partners.

Partner must comply with these Program Policies as well as the [Amelia Partner Program Agreement](#) (“IPPA”) in order to participate in the Partner Program. Capitalized terms not defined in these Program Policies have the meaning given to them in the IPPA.

1 Partner Program Overview

Amelia seeks partners that can be effective brand ambassadors for Amelia technologies in the marketplace, and particularly values those which can create additional value for the End Customers of Amelia technology through their own services and products. The Partner Program is designed for firms that wish to connect their customers to Amelia Products through referral or resale by offering advisory, implementation, integration and/or custom development services related to the Products. Amelia offers our Partners robust resources, training, and tools, enabling them to develop expertise around specific business functions, product areas, and industries so they can best serve customers and differentiate their practices.

2 Enrollment and Participation Qualifications

To enroll in the Partner Program, please send an email to partners@Amelia.com and we will assist you with the registration process.

When Amelia confirms that a prospective Partner meets the applicable Participation Requirements, the Partner becomes a Registered Partner and is eligible to receive the IPP benefits applicable to the designated Partner Classification the terms of the IPP Agreement for the applicable Program Year. If at any time a Partner fails to meet the Participation Qualifications for the IPPA, Amelia may re-assign the Partner to a different Partner Classification or terminate the Partner’s participation in the IPP altogether, with no refund of Program Fees.

Prospective Partners who have not met Requirements within the initial six (6) month period may be deactivated without refund of Program Fees. If the prospective Partner subsequently fulfills the Participation Requirements in the same Program Year and seeks to re-join the Partner Program, the fee shall be waived.

To be in good standing, a Partner must have met all Participation Qualifications and be compliant with timelines communicated for program compliance. Partners authorized in multiple geographical regions must meet the applicable Participation Requirements in each region. Partners who are not in good standing are not eligible for Resale rights.

3 Partner Classification

Amelia has several different types of partnerships which come with different engagement models and costs but also opportunities for the partner. Over time, partners can move into higher (or lower) categories based on their ability to (a) meet commitments; (b) be self-sufficient, and (c) drive value. Below is a list of partner classifications.

Implementation Partner (Solution Partner)	Implementation Partners are the core of the Amelia partner program. They are the acceleration engine which allows Amelia to expand market adoption faster without organic growth. Implementation Partners are expected to build competencies and maintain a certain level of resources trained and certified in Amelia core technologies. Implementation Partners have the ability to benefit financially from a license sale by signing a reseller agreement but may also abstain from this to maintain their independence. Implementation Partners may include global partners as well as more regional partners. Implementation Partners primarily make money through professional services fees charged to the Customer and potentially receive resale margin through resale of Amelia Products through a reseller arrangement. Margins will vary based on the specific Partner agreement, annual sales volume, or other criteria
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**Service Provider
(MPS, OEM or ISV)
Partner**

Service Provider Partners build “productized” offerings based on their domain expertise. These offerings typically consist of products and services, proprietary to the Partner, which are integrated with technologies provided by Amelia and often incorporate other third party products as well. Service Provider Partners make money through the sale of their own products or services charged to the Customer. Typically, this type of partner will purchase Amelia Products and offer their own product or service through a “white label”, “grey label” or “co-branded” reseller arrangement. Service Provider Partners may receive margin advantages or other incentives for creating additional value in the market for Amelia. Service Provider Partner agreements are typically customized to align with the business and commercial objectives of both the Partner and Amelia.

4 Territories

Amelia Partners will be granted the right to referral or resale in one or more specific geographic territories based on their corporate structure; market presence; knowledge and experience; delivery capabilities; or other factors.

Solution partners with specific industry products and/or competencies may be approved to work across multiple geographies with regards to a specific go-to-market solution based on Amelia technologies.

Designated Territories will be enumerated in your IPPA.

5 Partner Requirements

To participate in the Amelia Partner Program, potential Partners are required to work with the designated Amelia representative to develop a go-to-market plan which will include but not necessarily be limited to: (i) target addressable market; (ii) geographic and line of business segmentation; (iii) specific target customers.

The GTM plan must be approved in advance by Amelia channel leadership. Based on their size and classification Partners are expected to maintain generally acceptable levels of resource designation and training, and to participate in regular governance; Amelia reserves the right to modify the requirements as need in its sole discretion. Having qualified resources who are actively engaged in the sales, delivery and Customer support process, is required for Partner’s continued membership in the IPP and for access to IPP resources.

5.1 Partner Benefits.

Amelia provides a number of benefits to support the growth of our Partners’ business. These benefits may include but are not necessarily limited to:

- Sales Training and Enablement
- Access to the Amelia Partner Portal (for sales support)
- Access to Amelia’s documentation portal (<http://docs.Amelia.com/>)
- Deal registration and compensation
- Developer toolkits
- Product roadmap briefings
- Amelia.com logo
- Joint PR and Marketing opportunities
- Invitations to special events

This Partner program will automatically renew for an additional Program Year on January 1st each year unless notified in writing 30 days prior.

6 Fees

6.1 Program Fees

Amelia does not charge fees to participate in the Partner Program, but reserves the right to do so upon renewal.

7 Partner Compensation

7.1 Resale Rights

Certain partners will be eligible to resell Products for a predefined discount from Amelia’s published list prices. Reseller partners are typically Implementation partners and are expected to maintain minimum levels of certification and have the ability to provide support for End Customer interactions as a part of the right to resale. Specifics are defined in your IPPA which is available upon request from a designated Amelia partner manager or by emailing partners@Amelia.com.

7.2 Referral Fees

Amelia compensates certain Partners which identify and refer net-new business in their Designated Territory. A Partner who has been enrolled in the IPP referral fee program may be entitled to a Referral Fee only if they correctly follow the deal registration policy outlined below. Referral Fees are calculated as set forth in your IPPA. Fees paid are based on a percentage of the First Year Net Revenue.

7.3 Deal Registration

Designated Partner Representatives must submit a Qualified Lead to partners@Amelia.com or through a designated Amelia point of contact which results in a successfully closed new Opportunity for Amelia. This must be in accordance with Amelia's policies and procedures, including Amelia's anti-corruption policies. Specifically:

1. Partner must submit Leads for each sales Opportunity in a timely fashion.
2. Amelia will then qualify the Opportunity and notify Partner via email of the approval or rejection of such Opportunity.
3. If the Parties exchange information regarding Opportunities, both Parties agree to use the information therein solely for purposes related to the Agreement.
4. Under no circumstances will deal registration be considered after an Order has been placed.
5. Submissions are strictly confidential.

In submitting personal data regarding an Opportunity, Partner is responsible for complying with all applicable laws governing Partner's collection, storage, processing, use and transfer of such information. Partner authorizes Amelia to process such data as reasonably required to exercise Amelia's rights and perform Amelia's obligations under the Agreement. Amelia will process and use personal data in accordance with the instructions received from Partner and will not process or use such data in a manner different from that necessary to carry out Amelia's obligations under the Agreement; provided, however, that Amelia may be required to provide personally identifiable information to third parties to comply with legally mandated reporting, disclosure, or other legal process requirements. As the data provider, Partner warrants that Partner has provided all appropriate notices to the data subjects and has obtained all appropriate consents to transfer the data to Amelia and allow its processing according to the terms of the Agreement.

To the extent that IPsoft processes any Personal Data (as defined in the DPA) contained in Partner Data, on Partner's behalf, in the execution of this IPPA, the terms of the data processing addendum at https://www.ipsoft.com/ipsoft_dpa/ ("DPA"), which upon execution are hereby incorporated by reference, shall apply, and the parties agree to comply with such terms. For clarity, where the DPA states "Customer" it should read "Partner" and where the DPA states "Supplier", it should read "Amelia".

8 Program Year and Evaluation Periods

"Program Year" is the annual term of the Partner Program starting on January 1st and ending on 31st December, notwithstanding the Effective Date of Partner's enrollment in the Partner Program.

Partner evaluations are conducted annually, aligning with Amelia's fiscal year. Evaluations are based on Partner activity during the year. Continued eligibility for the Amelia partner program is based on the agreed measurement criteria and at Amelia's sole discretion.

9 Additional Partner Program Attributes

9.1 Products, Compliance, and Technical Training

Partner agrees that to the extent they are engaged in marketing, generating Leads for the Products, or otherwise reselling, Partner's sales representatives and other personnel will participate in the online training provided by Amelia. As Amelia upgrades the Products, Amelia may ask Partner's sales representatives and other personnel to undergo further training based on new features and functions that may become available in the Products. Partner and Partner's personnel agree to participate in such further training. Partner agrees each qualifying employee shall do so at a minimum, annually.

Partner agrees that to the extent they are engaged in implementation the Products, Partner's technical delivery personnel will participate in advanced training provided by Amelia. As Amelia upgrades the Products, Amelia may ask Partner's technical resources and other personnel to undergo further training based on new features and functions that may become available in the Products. Partner and Partner's personnel agree to make reasonable, good faith efforts to participate in such further training. Partner agrees each qualifying employee shall do so at a minimum, annually.

Partner agrees to use reasonable efforts to advise Amelia of any demonstrations required to market the Products to prospective Amelia Customers, especially those with a sales force or customer service group of greater than twenty (20) people.

Partner agrees to provide verification that Partner, Partner's sales representatives, and anyone engaged by Partner to work on Amelia's behalf has undertaken compliance training and compliance certifications that align to Partner's compliance obligations under this Agreement.

To the extent Partner is eligible to receive certain technical support offerings, such programs are provided under Amelia's technical support policies in effect at the time the Products are provided. For clarification technical support does not include support for Non-Amelia Applications or other third-party programs or services. Amelia's technical support policies are subject to change at Amelia's discretion.

10 Amelia's Licenses to Partner.

The licenses and/or access and use rights set forth below are available to Partner depending on Partner's Program Type

10.1 Product Subscriptions

Upon Amelia's providing Partner with log-in credentials to any Products, Partner is granted a non-exclusive, non-transferable limited right to access and use such Products solely for: (i) demonstration of the Products to potential Amelia Customers solely in connection with Partner's participation in the Partner Program, or (ii) training on the use of the Products. Partner's use of any Product subscriptions is further subject to the restrictions set forth in the IPPA and, to the extent such subscriptions have been ordered by Partner from Amelia pursuant to an Order Form, any restrictions set forth in such Order Form.

For clarity, Partner may be, or may become entitled to, receive access to the Products under a separate agreement with Amelia. The IPPA and these Program Policies shall govern Partner's access to the Products to the extent subscriptions to Products are provided as a Partner Benefit as defined above.

10.2 Marketing Services

Subject to the terms of the Agreement, Amelia grants Partner a non-exclusive, nontransferable, limited license to use those portions of Amelia's marketing programs, marketing materials and tools solely for creating, executing, and monitoring marketing campaigns related to Amelia's products and services (the "Marketing Services"). Partner's use of the Marketing Services shall be subject to the IPPA and these Program Policies and must comply with Amelia's current branding guidelines, including Amelia's Trademark Usage and Amelia's Partner Branding and Logo Usage Guidelines and Partner Press Release Guidelines. Amelia may change the usage, branding and press release guidelines and location thereof at any time, and, upon reasonable notice from Amelia, Partner shall promptly modify Partner's use of the Marketing Services to conform to any such changed guidelines.

Partner may allow third parties to access the Marketing Services for creating, executing, and monitoring marketing campaigns related to Amelia's products and services on Partner's behalf, provided that Partner ensures that all such use is in accordance with the IPPA and these Program Policies. Partner agrees to be responsible for any misuse of the Marketing Services by Partner or any third party using the Marketing Services on Partner's behalf and Partner agrees to use the Marketing Services at Partner's own risk.

Partner shall cooperate with Amelia to allow for review of Partner's use of the Marketing Services and compliance with Amelia's quality standards. If Amelia, in Amelia's sole discretion, determines that Partner's use of the Marketing Services does not comply with this Agreement, Partner shall promptly modify or discontinue Partner's use as directed by Amelia. If Marketing Services include payments to Partner, then Partner shall maintain adequate books and records regarding the basis for such payments and shall provide Amelia with copies of such records upon request.

10.3 Amelia Trademark License.

Subject to its inclusion as a Program Benefit in Partner's assigned Partner classification and to the terms of the Agreement, Amelia grants Partner a limited, nonexclusive, nontransferable, non-sublicensable, royalty-free license during the Program Year to use, solely in connection with Partner's rights, duties and obligations under the IPPA and these Program Policies, such marks identified publicly by Amelia as available for use by Partners ("Amelia's Marks") in any Designated Territory in which Partner is authorized to be a Partner and Amelia has rights during the Program Year. This License does not grant rights to use any of Amelia's trademarks that are not Amelia's Marks. Any use by Partner of Amelia's Marks shall be in accordance with Amelia's trademark usage policies, with proper markings and legends, and subject to Amelia's prior written approval. Partner shall not make any express or implied statement or suggestion, or use any of Amelia's trademarks in any manner, that dilutes, tarnishes, degrades, disparages, or otherwise reflects adversely on Amelia or its business, products or services. Partner shall cease, or adjust the manner of, its use of any of Amelia's Marks at Amelia's request in its sole discretion. Amelia may withdraw any approval of any use of Amelia's Marks at any time in its sole discretion upon written notice to Partner, which withdrawal shall be effective promptly but in no case more than thirty (30) days from the date of Amelia's notice.

11 Definitions

"End Customer" means the authorized actual customer of the Products or the party on whose behalf you use the Products.

“Partner” means (1) a company or other legal entity, or (2) an individual acting on their own behalf, who has agreed to the Amelia Partner Program Agreement (“IPPA”).