

# Amelia Affiliate/Referral Program Terms & Conditions

Applicable as part of the Amelia Affiliate/Referral Program

Version: June 3, 2021

These Amelia Affiliate/Referral Terms & Conditions (the "**Referral T&Cs**") are between the applicable referring party ("**you**" or "**Partner**"), and the applicable Amelia entity and is only applicable if you are an active partner in the Amelia Affiliate/Referral Program. If you are agreeing to these Referral T&Cs not as an individual but on behalf of your company, then "Partner" or "you" means your company, and you are binding your company to these Referral T&Cs.

*These Referral T&Cs do not have to be signed in order to be binding. You indicate your assent to the terms by signing and abiding by the applicable Amelia Partner Referral Agreement ("PRA" or the "Agreement").*

## 1. Overview

Amelia compensates Partners which identify and refer net-new business in the Designated Territories. A Partner may be entitled to a Referral Fee only if they correctly follow the deal registration policy outlined below. Referral Fees are calculated for each Qualified Purchase and are based on a percentage of the First Year Net Revenue.

Assigned territories and Referral Fee percentages are set forth in your PRA. Please contact your designated Partner manager for more information or email us at [partners@Amelia.com](mailto:partners@Amelia.com).

### 1.1. Definitions

- "**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.
- "**Affiliate/Referral Program**" means, collectively, the Program Benefits and rights and obligations of Partner and Amelia that are described in the Program Policies. The Affiliate/Referral 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.
- "**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.
- "**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.
- "**Designated Territories**" means the countries or geographic regions where a Partner is eligible for Lead registration. Territories are laid out in your PRA.
- "**First Year Net Revenue**" or "**FYNR**" means, with respect to a Qualified Purchase, the software license and/or subscription fees owed by the referred Amelia Customer for such purchase (net of any discounts, taxes payable, and subsequent refunds unless due to incorrect invoicing or a contract breach by Amelia) over the 12-month period beginning on the applicable Order Form start date. First Year Net Revenue does not include fees for support, implementation, customization, training, consulting or other professional services, or fees for third-party products or services.
- "**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, "Amelia" means Amelia NL B.V.
- "**Lead**" means Partner's referrals to Amelia for potential or existing Customers with the intent of closing net new business through Amelia's sales organization. A Lead must be registered with Amelia according to the established process to be eligible for a Referral Fee.
- "**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.

- **“Opportunity”** means, in Amelia’s reasonable determination, a Partner Lead for: (i) a sale of Software to a net new Amelia Customer, or to a net new subsidiary, division or other distinct business unit of a pre-existing Amelia Customer; or (ii) a purchase of additional Software subscriptions (as opposed to a renewal of pre-existing Software subscriptions), or an upgrade in a Amelia Customer’s edition of the Software, in either case for a minimum of a one-year subscription term reflected in an Order Form submitted by a pre-existing Amelia Customer, which purchase resulted from Partner’s specific sales efforts related to such additional purchase; provided, that the Order Form must be executed within six months of the referral, and the Opportunity cannot be (a) the same as an existing opportunity of Amelia’s then currently, or during the prior sixty (60) days, in Amelia’s active sales process, or (b) for a purchase by Partner’s Affiliate. For clarity, an Opportunity does not include any purchase made by Partner on behalf of an Amelia Customer.
- **“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 associated with its participation in the Affiliate/Referral Program, 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 orders specifying the Products to be provided to a Customer and associated with a Customer’s purchase of Products from Amelia.
- **“Participation Qualifications”** means the requirements set forth in the applicable Program Policies.
- **“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 PRA.
- **“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.
- **“Program Policies”** means the terms describing the Affiliate/Referral Program, Program Types, Program Benefits, and other policies governing Partner’s participation in the Affiliate/Referral Program.
- **“Program Benefits”** means the materials and/or services that may be provided to Partner under this PRA as part of Partner’s participation in a Program Type.
- **“Program Type”** means a category or sub-category of the Affiliate/Referral Program that has a particular scope and particular set of Program Benefits, as set forth in this PRA and the Program Policies.
- **“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.
- **“Qualified Lead”** means a Lead that has been approved by Amelia and converted to and associated with an Opportunity by Amelia. This requires confirmation from an authorized Amelia partner manager and issuance of a deal registration ID number created in Amelia’s CRM system.
- **“Qualified Purchase”** means, in Amelia’s reasonable determination, an Order Form submitted by a Customer for the Products that is fully executed and closed within six (6) months of the Partner’s corresponding Opportunity creation.

**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 PRA, (iii) disclosed by Recipient to its Affiliates in which case the Recipient will assure its Affiliates will be bound by the terms of this PRA 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 PRA, 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 PRA, 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.** The Referral T’s & C’s start on the Effective Date and shall remain in effect unless terminated as set forth herein.
- 3.2. Termination for Convenience.** Either party may earlier terminate this PRA at any time, without cause, upon thirty (30) days advance written notice.
- 3.3. Effect of Termination.** Upon termination or expiration of this PRA, Partner shall cease to be a participant in the Affiliate/Referral Program and all of Partner’s rights to receive the Program Benefits detailed in this Agreement, and to use Amelia’s Property shall cease. Provisions that survive termination or expiration include those relating to limitation of liability, payment, and others which by their nature are intended to survive.

### 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 PRA. Partner shall not make any proposals, promises, warranties, guarantees, or representations on Amelia’s behalf or in Amelia’s name.

### 5. Referral Fees

#### 5.1. Referral Fee Qualification Criteria

Criteria	
<b>Geography, region &amp; country based on customer location</b>	Includes customer locations in Designated Territories found in countries within NA, EMEA, APAC, LatAm, and Public Sector regions based on Amelia sales coverage as of the Version Date. <sup>1</sup>

<sup>1</sup>

- NA means, generally, the region consisting of countries located in North America including the United States, Mexico, and Canada.
- EMEA means, generally, the region consisting of countries located in Europe including Russia and other CIS countries, the Middle East and Africa.
- APAC means, generally, the region consisting of Asian countries (excluding Russia and other CIS countries, Turkey, and countries located in the Middle East), Pacific Island nations and territories and countries located in Oceania
- LatAm refers to Central and South America, excluding Mexico.
- Public sector means any government (including any agency or department thereof), political party, enterprise owned wholly or in part or controlled by

<b>Referral Fee Payment Calculation</b>	SOURCED: Partners are eligible to receive a percentage payout for First Year Net Revenue for pilots, production, or both, if a Qualified Lead is submitted according to the published process.  JOINT: Joint role is determined by Amelia Account Executive. Partner may be eligible to receive a percentage depending on level of contribution as determined by Amelia. <i>Note: Referral Fees are not subject to caps and are payable upon receipt from Customer.</i>
<b>Multi-year Contracts</b>	Amelia pays Referral Fees to Partner for each Partner's Qualified Purchase for First Year Net Revenue only.
<b>Add-on/Upgrade Revenue</b>	Amelia does not pay Referral Fees to Partners based on add-on or upgrade orders
<b>Renewals</b>	Amelia does not pay Referral Fees to partners based on renewal orders
<b>Replacements</b>	Amelia does not pay Referral Fees to Partners based on replacement orders <sup>2</sup>
<b>Minimum Subscription Term</b>	Amelia will not pay a Referral Fee on Orders with less than a one-year subscription term (other than for add-on, upgrade or linked Orders as expressly permitted herein). If an Order is for less than one year, payment of Referral Fees is at Amelia's sole discretion.
<b>Minimum Deal Size</b>	No minimum deal size.

- Amelia will reject all Leads submitted by a Partner if the Partner is an employee of the prospective customer referenced in the Lead.
- To be eligible for payment of Referral Fees, a Partner's Lead must result in a direct Amelia order from the Customer (i.e., the Customer executes an Order Form with Amelia) within six (6) months of when the Partner submitted the Lead. If a Partner's Lead results in an order that goes through an Amelia reseller, the Partner that submitted the first Lead for the deal resulting in the Order may submit a case via [partners@Amelia.com](mailto:partners@Amelia.com) requesting Amelia to make an exception regarding payment of a Referral Fee for the deal. Such exception is solely in Amelia's discretion and may be rejected.
- Amelia will not pay Referral Fees to more than one Partner for any given Order, unless Partners elect to split the Referral Fee.
- Amelia will not pay any Partner any Referral Fees based on Leads submitted for end customers located in the following sanctioned countries (including any additional countries added to lists maintained by the Office of Foreign Asset Control (OFAC)) or individuals on Specially Designated Nationals lists or other denied parties' lists: *Cuba, Sudan, Iran, Iraq, North Korea, Syria, The Crimea.*

## 6. Referral Fee Payment Policies

- **Responsibility for Payment:** Amelia will pay Referral Fees owed to Partner for any Qualified Purchase as set forth herein, following receipt of payment from the Customer. For each Qualified Purchase, Amelia can provide a summary report with the payment of the applicable Referral Fee showing how Amelia calculated the payment. If either Party determines an error was made in the calculation of payment, each Party agrees to work diligently and in good faith to establish, and if established, resolve, the error to ensure Amelia makes the payment in accordance with its obligations hereunder. Amelia will be solely responsible for billing Amelia Customers for the Products and collecting payment.
- **Refund of Referral Fee Payment:** If for any reason Amelia makes a payment to Partner in error, or in the event a referred Amelia Customer fails to make a required payment of first-year subscription fees to Amelia for a Qualified Purchase within sixty (60) days of the payment due date, or if the applicable Amelia agreement with the Amelia

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a government, and public international organization (such as the World Bank), as well as any other entity or person acting on behalf of any such government, political party, enterprise, or public international organization.

- A partial country listing for the Global Market may be updated by Amelia on an as needed basis.

<sup>2</sup> A replacement order is any order that generates replacement revenue, which is a combination of add-on and renewal revenue. An example would be if a customer replaces its current Order Form with a new, higher value OrderForm.

Customer is terminated before the expiration of the agreed subscription term for any reason, Amelia shall be entitled to a refund of the corresponding payments made to Partner. Amelia may, in Amelia's sole discretion, offset such refundable amounts against fees Amelia owes to Partner hereunder, or to invoice Partner for the refundable amounts. If Partner refunds fees to Amelia because of a referred Amelia Customer's nonpayment, and Amelia later collects the corresponding fees from such Amelia Customer, Amelia will repay Partner the applicable fee for such Qualified Purchase less a deduction to cover one-half of Amelia's collection and administrative costs, such deduction not to exceed one-half of the fee to which Partner would otherwise have been entitled. Amelia's right to a refund, of which Amelia has not notified Partner, with respect to any Qualified Purchase shall expire ninety (90) days after the one-year anniversary of the subscription start date of that Qualified Purchase. Any invoiced amounts are due and payable by Partner within thirty (30) days after the invoice date.

- **Form of Payment:** Any payments made to Partner will be made by electronic transfer or check mailed to Partner's address as noted in the PRA or by bank transfer to Partner's bank account in the country of that address. Checks and wire transfers will be made only in the name as listed in the PRA. Any other payment arrangements must be pre-approved by Amelia's Legal Department.
- **Exclusions from Payment Obligations:** Notwithstanding any other provisions of the PRA, Partner will not be entitled to Referral Fees or any other compensation on any sale if (i) such compensation is disallowed or limited by federal, state, or local law or regulation in the United States or the laws or regulations of Partner's or Amelia Customer's jurisdiction; (ii) the applicable Amelia Customer prohibits the inclusion of such compensation in the price of the contract or excludes such compensation from its payments to Amelia; or (iii) the Amelia Customer has paid or will pay such commissions, Referral Fees, or other compensation directly to Partner.
  - Referral Fees will not be paid unless a Partner is in good standing at the time of Amelia's payment processing. Payment processing occurs within forty-five (45) days of the month-end for the month that the Qualified Purchase closed.
  - An Opportunity will be considered "closed" and the referring Partner eligible for Referral Fee as of the date on which Amelia receives a fully executed Order Form from the Customer (the "**Opportunity Closing Date**"). To be eligible for payment of Referral Fees, partners must always adhere to the terms and conditions of the PRA, including these Program Policies (as updated from time to time).
  - Amelia strictly prohibits partners from developing Leads using illegal, unethical, or improper means. Amelia strictly prohibits bribery. Partners may not promise, give, offer, or authorize the provision of money or anything of value to anyone to improperly influence the award or retention of business, including generating Leads.
  - A Partner must submit a Qualified Lead to Amelia *prior to Opportunity Closing Date* in order to be eligible for payment of Referral Fees.
  - In Amelia's reasonable determination, Partner must demonstrate a material contribution to the completion of a Qualified Purchase.
  - If different Partners submit Leads for the same Customer, only the first Partner to submit a Qualified Lead through will be eligible for Referral Fees based on a successful sale to the Customer.
  - Partners are responsible for the management of Leads they submit. If a Partner feels a Lead submitted has not been reviewed in a timely manner and qualified, or has been improperly processed or disqualified, the Partner should submit a case to [partners@Amelia.com](mailto:partners@Amelia.com) for review by Amelia's Partner support team in conjunction with Amelia's direct sales organization. A Partner must bring any concerns about a Lead or Opportunity to the attention of Amelia's Partner support team or their designated Partner manager.

## 7. Amelia's Licenses to Partner.

### 7.1. Marketing Services.

Amelia may grant 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 PRA and must comply with Amelia's current branding 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 PRA 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 PRA, 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.

### **7.2. Amelia Trademark License.**

Solely for the purposes of this Affiliate/Referral Program, Amelia grants Partner a limited, nonexclusive, nontransferable, non-sublicensable, royalty-free license during the Term to use, such marks identified publicly by Amelia as available for use by Partners ("Amelia Marks") in any Designated Territory in which Partner is authorized to be a Partner. 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 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 Marks at Amelia's request in its sole discretion. Amelia may withdraw any approval of any use of Amelia 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.

## **8. DISCLAIMER OF WARRANTIES**

AMELIA AND OUR AFFILIATED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE PRODUCTS OR THE AFFILIATE/REFERRAL PROGRAM. ACCESS TO AMELIA PRODUCTS OR PERSONNEL MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE AMELIA PRODUCTS AND SUPPORT OF AMELIA PERSONNEL ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE PRODUCTS AND AMELIA SUPPORT INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES, EVEN IF SUCH REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL COMMISSION AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED CUSTOMER TRANSACTIONS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

## **9. Entire Agreement**

This Agreement is the entire agreement between us for the Affiliate/Referral Program and supersedes all other proposals and agreements, whether electronic, oral, or written, between Partner and Amelia. We object to and reject any additional or different terms proposed by Partner, including those contained in your purchase order, acceptance, or website. Our obligations are not contingent on the delivery of any future functionality or features of the Products or dependent on any oral or written public comments made by us regarding future functionality or features of the Products. It is the express wish of both Partner and Amelia that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and

will not be interpreted to modify the English version of this Agreement.

## **10. Change Log**

- August 29, 2018 – New Version Published
- June 10, 2020 – Non-material changes to expedite partner needs.
- July 20, 2020 – Separated Traditional Amelia Partner Program from Amelia Affiliate/Referral Program.
- September 4, 2020 – Updated non-U.S. Amelia entity name to Amelia NL B.V.
- June 3, 2021 – Replaced all references to Amelia with Amelia

## 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 PRA.

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](mailto: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](mailto: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 Affiliate/Referral Program, Partner shall so notify Amelia's Legal Department ([legal@Amelia.com](mailto: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 Affiliate/Referral 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](mailto: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 PRA (except to the extent, if any, that this PRA 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](mailto: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 PRA, 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.